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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

FILEDJUN 08 2016 *EW*

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

1:16-cv-05993**Judge Charles P. Kocoras****Magistrate Judge Young B. Kim**

MACK GLOVER, as individual
MARISSA GRANT, as individual
STEVEN SEGURA as individual
MICHEAL JOHNSON as individual
PHILLIP D. and MILINDA G. ELLIS, as individuals
JOHN REID III as individual
FRED and PAMELA G. FREEMAN as individuals,
SVEN A. and STEPHANIE W. SHERROD as individual
STEVEN E. DAVIS, as individual
YVONNE SINGLETON as individual
CHERYL M. MALDEN as individual
DUANE PHILLIPS as individual
CHERYL BELL, as individual
LOUIS G. BARTUCCI as individual
WALTER WHITE as individual
LINDA BARKER as individual
KENNETH HARPER as individual
RENNA THOMAS as individual
Dr. LATOYA GLASS as individual
GORAN GOSTOVIC and LJILJANA GOSTOVIC
ELIZABETH ROBINSON as individual
KEITH WILLIAMS and MONICA DICKERSON
As individuals
LARRY and BELINDA BROWN as individuals
GREGORY D. and JULIANNA V. REED as individuals
DENNIS F. MARTINEK and SUSAN R. MARTINEK
As individuals
DARRYL BELL and ANN CONEY-BELL as individuals
KEVIN J. MUHAMMAD as POWER OF ATTORNEY
For Mother RUTHIE E. KING as individual
on behalf of themselves
And all Class Members

CIVIL ACTION File No.

JUDGE:

CLASS ACTION

JURY TRIAL DEMANDED

DECLARATORY RELIEF,
IDENTITY THEFT BY
DECEPTION,
INVASION OF PRIVACY,
And PERMANENT
INJUNCTION

PLAINTIFFS

V.

47 BANK OF AMERICA CORPORATION successor by)
48 MERGER TO BAC HOME LOANS LP)
49 DBA COUNTRYWIDE HOME LOANS)
50 US BANK NATIONAL ASSOCIATES)
51 BANK NEW YORK MELLON USA, MORTGAGE)
52 ELECTRONIC REGISTRATION SYSTEMS)
53 MERSCORP Holdings, Inc.)
54 HSBC BANK USA, N.A., CHASE MANHATTAN)
55 a/k/a JP MORGAN CHASE, DEUTSCHE BANK)
56 NATIONAL TRUST COMPANY, US BANK)
57 TRUST NATIONAL ASSOCIATE, WELLS FARGO)
58 And COMPANY, WELLS FARGO SECURITIES LLC,)
59 QUICKLEN LOANS INC., EMC MORTGAGE, LLC)
60 GREEN TREE FINANCIAL CORPORATION a/k/a)
61 DITECH FINANCIAL LLC, and CITIGROUP INC.)
62 NOMURA ASSET ACCEPTANCE CORPORATION a/k/a)
63 NOMURA ASSET HOLDING)
64 DEFENDANTS)

COMPLAINT

NOW COMES the Plaintiffs, and all Class Members who fall under this Complaint filing Pro Se, bring this action against Defendants who were damaged by wrongfully taking Plaintiffs personal financial information which is known as "THEFT BY DECEPTION". BANK OF AMERICA, N.A., successor by MERGER TO BAC HOME LOANS LP fka COUNTRYWIDE HOME LOANS SE, US BANK NATIONAL ASSOCIATES, BANK NEW YORK MELLON USA, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, MERSCORP Holdings, Inc., HSBC BANK USA, N.A., CHASE MANHATTAN a/k/a JP MORGAN CHASE, DEUTSCHE BANK NATIONAL ASSOCIATION, WELLS FARGO and COMPANY, WELLS FARGO SECURITIES LLC, QUICKEN LOANS INC., EMC MORTGAGE LLC and DIECH FINACIAL LLC a/k/a GREEN TREE FINANCIAL CORPORATION, CITIGROUP INC., and NOMURA ASSET ACCEPTANCE CORPORATION a/k/a NOMURA ASSET HOLDING NOMURA ASSET HOLDING.

Plaintiffs and Class Members whom has lost their homes and everything including their way of living. Class Members who families became homeless through this unlawful, unconstitutional act of betrayal, misleading, negligence, gross negligence, indemnification, greed and disrespect for the very people who help made it possible for the Defendants to benefit and seek capital gain. It is impair that these Class Members weep the justices they were denied of and seek the resolution they rightful deserve. These allegations based upon knowledge as to their own acts and upon information and belief as to all other matters.

PRELIMINARY STATEMENT

Plaintiffs bring this class action on behalf of themselves and the State of Illinois who were damage by Defendants' wrongful taking and then using Plaintiffs' personal financial information "Theft by Deception" [*"Theft by deception is a form of fraudulent activity, with someone using deception in order to gain access to services or property"*]. Defendants have been notify of the allegations the Plaintiffs' bring forth. Information believeth is based upon Plaintiffs personal data, among others things the investigation undertaken by Plaintiffs themselves and their Housing Counselor, which has included, without limitation: analysis of public records and documents, articles from Governmental agencies. Plaintiffs believe that substantial evidentiary support will exist for the allegations set forth hereinafter a reasonable opportunity for discovery by affidavits and demand for jury trial.

NATURE OF THE ACTION

Plaintiffs and Class Members brings this action against, Defendants for breach of the implied covenant of good faith and fair dealing, equitable estoppel, including breach of contract, unjust enrichment, unlawful, unfair, or fraudulent business practices in violation of Illinois and Federal Codes. Damages resulting from identity theft, breach of contract and invasion of privacy which violate the **"Illinois Consumer Fraud and Deceptive Business Practices Act"** ("ICFA"), and the **National Fair Housing Act**, **"Fair Credit Reporting Act"**, **"Wire Fraud"** and **"14th Amendment of the United States Constitution"** and **"Bill of Rights Article Seven"**, **"Fair Trading Amendment (Unfair Contract Terms) Act 2010 No. 21 of 2010"**, **"Mortgage Fraud"**, **"Breach of Contract"**, **"IDENTITY THEFT"** under the **"USA PATRIOT Act, 5 31 U.S.C. 5318(l)** and under both **"Privacy Act 5 U.S.C. § 552a(g)(4)(A)"** and

Gramm-Leach-Bliley Title V – Privacy and “Racketeer Influenced and Corrupt Organizations Act RICO”

JURISDICTION AND VENUE

This Court has diversity subject-matter over this Class Action pursuant to Class Action Fairness Act of 2005, Pub. L. No. 109-1 119 Stat. 4 (“CAFA”), which inter alia amends 28 U.S.C. at a new subsection (d), conferred Federal jurisdiction over class actions. Where, as here: (a) there are 100 or more members of the proposed Class exceeds the sum or value of (\$9,999,999.00) in the aggregate See 28 U.S.C. § 1332(d)(2) and (6).

This Court has personal jurisdiction over the parties because the Plaintiffs submit to the jurisdiction of the Court, Defendant’s principal place of business is in the State of Illinois, by virtue of the fact that Defendants systematically and continually during business throughout this State.

Venue is proper because the Defendant’s principal place of business is in this district, they conduct substantial business in this district, and because certain of the violations affecting the Class Members occurred in this district. Plaintiffs and Class Members who reside in this district, the properties that is the subject of this action is situated in this District, and a substantial part of the events or omissions complained of occurred in this District.

LEGAL STANDARD

Federal Rule of Civil Procedure 12(b)(1) provides that a case will be dismissed if the court lacks the authority to hear and decide the dispute. Fed. R. Civ. P. 12(b)(1). If subject matter jurisdiction is not evident from the face of the complaint, the court analyzes the motion to dismiss under Rule 12(b)(1) as any other motion to dismiss. *United Phosphorous, Ltd. v. Angus Chem. Co.*, 322 F.3d 942, 946 (7th Cir. 2003) (en. banc) overruled on other grounds by *Minn. Chem., Inc. v. Agrium Inc.*, 683 F.3d 845 (7th Cir. 2012). Where, as here, “the complaint is formally sufficient but the contention is that there is in fact subject matter jurisdiction, the movant may use affidavits and other materials to support the motion.” *Id.* (emphasis in original); see also *Long v. Shorebank Dev. Corp.*, 182 F.3d 548, 554 (7th Cir. 1999).

PARTIES WHO BRING FORTH THIS ACTION

1. Mack Glover, Plaintiff, is now and at all times relevant to this action, is a legal resident of Cook County and has an current address P.O.Box 887 Chicago Heights of Cook County as well as surrounding

Counties of State of ILLINOIS. Plaintiff Mack Glover as Attorney-in-fact for now deceased sister EVA V. ADAMS and living Mother LENA SHEPPARD by reference and allege each and every allegation set forth above, as though fully set forth herein. In 2006, Ms. Eva V. Adams re-finance her secured instrument on her property located at 339 Sandra Lane Chicago Heights, within Cook County and in the State of Illinois.

(a) During this time **EVA V. ADAMS** (Ms. Adams) was the primary borrower of the property, and **LENA SHEPPARD** was the co-borrower. In 2008, Ms. Adams defaulted on her loan during that time frame she fought BAC Home Loans in order to work out some form of resolution in order to save her home. Prior to the passing of **Ms. EVA V. ADAMS** she authorized her brother Mack Glover giving him full power-of-attorney, because she wasn't able physically or mentally to conduct any business with BAC Home Loans. **Ms. EVA V. ADAMS** last wishes as she fought until the end in order to save her home from foreclosure was for her brother **MACK GLOVER** to continue this ongoing battle against BAC Home Loans a/k/a Bank of America. In 2011, Plaintiff Eva V. Adams (Ms. Adams) engaged Sonya Davis as her Housing Counselor with all respects to her final wishes was to continue this on-going fight. During her life, Ms. Adams greatest fears was about her identity, and her home. During the Months prior to her death in 2012, she was trying to re-finance her home but her credit score had drop so low due to inquirer that she wasn't aware or had no knowledge of. Bank of America was refusing to workout any form of loss mitigation, claiming she beached the contract my failing to make her planned payments. It has been proven; the beach started the moment she left the closing table. Therefore, Plaintiff Mack Glover attorney in fact on behalf of Eva V. Adams continuous research became the primary reason for bringing forth these new allegations against Bank of America and the reason for the voluntary dismissal of a pervious civil case of 14 CV 6430 is why I became members to this class. Due to these facts stated; to have, her final voice heard and claim her "Civil Rights" and win her identity back.

2. **MARISSA GRANT**, Plaintiff, is now and at all times relevant to this action, is a legal resident of Cook County and has an address of 741 E. 92nd St. Chicago, as well as surrounding Counties of State of ILLINOIS. Plaintiff secure a Adjustable Rate Refinanced Mortgage Bond, the rate was increased to 9% interest as the Plaintiff I was unemployed when I secured the loan and the Agent accepted statements of income off of acquired information from my credit report and unemployment documents. Pursuant to Plaintiff alleged "TOXIC MORTGAGE BOND" the contract was between Marissa L Grant and Chase Bank USA NA, not with JP MORGAN CHASE BANK, N.A., DEUTSCHE BANK NATIONAL TRUST COMPANY or any subsidiary companies, affiliates, or mortgage company investors. Therefore, how is it that JPMORGAN CHASE BANK, N.A., as well as other entities were permitted to use my private loan information, name, address, social security number etc. For profit without my knowledge nor

consent. The information obtained by Chase Bank USA, N.A. was for a single transaction ONLY. It was not disclosed to plaintiff that her identity would be used for unjust gain, mortgaged backed securities, securities fraud and multiple levels of malicious and intentional acts of deception. Plaintiff do admit that during the big construction layoff where Plaintiff once employed. When I, defaulted on this "Toxic Mortgage Bond, " due to a decrease in finances and several unsuccessful attempts to come to a resolution with JP MORGAN CHASE BANK, N.A., JP MORGAN CHASE BANK, N.A. forced plaintiff into default, which brought on a foreclosure case 12CH22499 with the Circuit Court of Cook, JP MORGAN CHASE BANK, N.A. purchased the plaintiff property on March 4, 2016. Defendants has caused and continues to cause a great injury to plaintiff, stress and potential homelessness.

3. STEVEN SEGURA Plaintiff, is now and at all times relevant to this action, is a legal resident of Cook County and has an address of 1643 S. Millard Ave. Chicago as well as surrounding Counties of State of ILLINOIS. Plaintiff, defaulted on his loan due to hardship of lost income an increase of his expenses, he made several unsuccessful attempts to Bayview Loan Servicing LLC (Bayview) who is the primary server in order to work out some form of resolution. When that failed BAC Home Loans a/k/a Bank of America filed foreclosure on 04/16/2010 claiming Plaintiff beach the contract. Plaintiff contacted Bayview that he was experiencing a hardship within the first 30-days of my default to inform them that I was going to be late with my payment. Are they willing to work some form of an affordable solution. They inform me. "If this is a temporary hardship I will be place on a re-payment plan. I explained that my hours were cut and that I cannot affordable the current payments. This went on for months until I receive a notice of foreclosure. I felt that this was a worthless effort and I was wrongfully discriminate against. BAC failed to allow the full 30-days prior to the filing of the 2010 foreclosure. In order to dispute the debt within 30-days which also violate **"The Fair Debt Collection Practices Act, as codified in 15 USC §1692"**, Even if BAC attorney in fact submit such notice the Plaintiff was unaware of the meaning of the terminology "Dispute the Debt" which make the Plaintiff an unsophisticated borrower. Rather, a debt collector violates the statute whenever its communications tend to deceive or mislead "unsophisticated consumers," whom the FDCPA was enacted to protect. The fact, remains the same under the § 809. Validation of debts. Therefore, I had no choice to defend my title as stated in the toxic mortgage bond; everything I try to do Defendants would try to claim my "Civil Rights". This hold ordeal Has brought so much stress on my family and I both financially, physically and emotionally. Has the Defendants cause any harm yes! Once I discovered how I was defaulted after leaving the closing of my loan transaction, I was devastated, that the Defendants just want my name in order to seek capital gain. Due to these facts why I became a member of this class, and to bring forth these cause of actions on myself of other class members like me.

210 4. MICHEAL JOHNSON Plaintiff, is now and at all times relevant to this action, is a legal resident of
 211 Will County and has an address of 300 Claridge Circle Bolingbrook, as well as surrounding Counties of
 212 State of ILLINOIS. In 2005 Plaintiff secure an adjustable rate note from Accredited Mortgage Loan REIT
 213 Trust Understanding what really happen to our names the day of closing and how so many unknown
 214 person/people has invaded our privacy, we were devastate. Trying not to believe that we are just tenants
 215 and never was really homeowners. As the Plaintiffs, we are not admitting that a default in payments never
 216 took place, because it has. The Defendants cannot claim that we beach any allege mortgage bond. When
 217 in fact the contract was beach the moment we left the close table afterwards a allege notary came and
 218 notarized this defective toxic mortgage bond, and claims they seen us but we didn't see them. If this
 219 mortgage bond is legal then why would the notary and a representative from MERS or during that time
 220 Countrywide Home Loans, signed this one-sided defective contract? Due to these facts that we bring forth
 221 the reason why we join this class in order to bring forth proper cause of action under due course in order
 222 to seek remedy on behalf of ourselves and any and all Class Members who has suffer from these
 223 unworthy Defendants.

224
 225 5. PHILLIP D. and MILINDA G. ELLIS, Plaintiffs, are now and at all times relevant to this action, are
 226 legal residents of Cook County and has an address of 328 Arquilla Glenwood, as well as surrounding
 227 Counties of State of ILLINOIS. Plaintiffs *secured a loan on October 31, 2005 with Defendant Bank of*
 228 *America for \$189,635 with an interest rate of 6.0%.* At the time, our credit score was well above 650.
 229 After the closing, the names of PHILLIP D. and MILINDA G. ELLIS were forged on one notary
 230 endorsed mortgage document. Violation, were committed by Bank of America, and full disclosure was
 231 not ever made to us.

232
 233 (a) We received a loan modification in 2009 that reduced our interest rate to 5.0%. However, this was
 234 only for a 5-year period, after which it would increase up to the original 6.0%. In an effort to receive a
 235 fixed reduced interest rate on our TOXIC MORTGAGE BOND, in 2012 we consulted with Bank of
 236 America representatives at a NACA Dream Event. After suppling all documentation that was request of
 237 us, and after spending 3 days at this function, we were inform; by Bank of America representatives that
 238 based on our income, we could afford a 5.0% interest rate. It was not a matter of what we qualify for but
 239 the high rate that we could afford to pay. This sounds like predatory lending.

240
 241 (b) After learning of fraud and violations associated with our TOXIC MORTGAGE BOND, we made
 242 numerous demands to Bank of America to view the original promissory note and were flatly refuse. An
 243 offer was made to tender the debt by PHILLIP D. and MILINDA G. ELLIS if, Bank of America could
 244 prove that they were the legal Note Holder. No reply was ever receive from Bank of America, which put
 245 them in Default.

(c) We refused to be a party of this fraudulent process. After missing several mortgage payments, Bank of America refused to offer us an affordable, permanent solution to the problem. We were force into foreclosure by Bank of America but, the bank did not adhere to the Fair Debt and Collection Practice Act (FDCPA) and our foreclosure was dismiss. However, in the process of the foreclosure, our TOXIC MORTGAGE BOND was sold to LSF9 Master Participation Trust, without Bank of America resolving our issue.

(d) Our TOXIC MORTGAGE was transfer from Bank of America in November 2015 to LSF9 Master Participation Trust. However, an assignment was record for our property in April 2016, 6 months later, stating that the TOXIC MORTGAGE BOND was transfer to US Bank Trust. This appears to be a fraudulent document as well, as it was not initiate by Bank of America.

(e) Profits was gain from the use of PHILLIP D. and MILINDA G. ELLIS' names, by the various banks involved with 'Lack of Full Disclosure'. No permission was request from us, and no profits were shared with us by the entities using their names for financial gain, all the while, causing injury to the plaintiffs in the form of stress.

6. JOHN REID III, Plaintiff, is now and at all times relevant to this action, is a legal resident of Cook County as well as surrounding Counties of ILLINOIS. I, the Plaintiff, secured a Fix Rate Toxic Mortgage Instrument, on 04/20/2006 in amount for \$136,000. The Plaintiff secured a fix "Defective Toxic Mortgage Instrument" with Solution Funding Inc., on my property located at 435 West 126th Place Chicago, Illinois. According to my alleged "DEFECTIVE TOXIC MORTGAGE BOND", I secured this contract with Solution Funding Inc., who securitized into Citibank N.A. Trustee for LXS 2006-13 LXS short title for Lehman XS. On 02/18/2009 Solution Funding assigned the mortgage bond over to failing INDYMAC BANCORP, INC. who was shut-down by the Federal Deposit Insurance Commission {FDIC} and taken over by the alleged OneWest Bank who is now known as CIT. I do admit to defaulting on said loan, which was due to retirement and separation with my wife. I contacted during that time IndyMac in order to work out a loan modification, re-finance was not an option for me due of my credit history and score dropping low. Upon the folding of IndyMac my home was under foreclosure, in order to declare a clear understanding of what took place with my loan therefore I must mention the foreclosure. I did not join this party to defend any foreclosure decision, or overture and final judgment. I became a member of this class due to fact that I always knew I had a straw-buyer, I remember asking the closing agent why was I signing two mortgage contract? The reply was one your copy and other for the bank. The day Fox News exposed MERS and Alan Green Spam in 2007. I started researching deeply into my loan. I knew some kind of fraud was committed against me, besides the fraud many homes was claiming. Once they went

into foreclosure. fortunate for me I wasn't able to detect exactly where the fraud took place and with who, in order to bring proper cause of action without a shadow of doubt I must produce the facts and what the facts are base on. When I was contact that someone was using my identity I knew where it started. Due to these reasons and facts why I join this Class in order to reclaim what was wrongly taken, from my family and I and on behalf of the Class Members who was affected by these alleged Defendants.

7. FRED AND PAMELA G. FREEMAN, Plaintiffs are now and at all times relevant to this action, are legal residents of Will County and has an address of 272 Berkeley Drive Bolingbrook, as well as surrounding Counties of State of ILLINOIS. On 5/11/2005, the **BORROWER** secured a refinance Deceptive Toxic Mortgage Bond Instrument with Long Breach Mortgage Corp., on their property located at 272 Belkeley Drive Bolingbrook, IL 60440. Whereas, under this alleged toxic mortgage bond, the promissory note states that BORROWERS' alleged debt was payable to Long Breach Mortgage Company. The note does not state anything about securitization or that it will be sold to any investor or traded on Wall Street. Therefore, a breach has occurred.

(a)In 2011, **BORROWERS** allegedly defaulted on said loan. Whereas, the BORROWER never signed any promissory note or agreed to repay any debt to any third party. On 12/27/2011, JP Morgan Chase filed foreclosure on **BORROWERS** stating they breached the toxic mortgage bond as case number 11 Ch 06078 in Illinois Will Circuit Court. The attorney-in-fact named Bank of America, MERS as a Defendant in the foreclosure case? Unfortunate for me I wasn't able to detect exactly where the fraud took place or with who, in order to bring proper cause of action without a shadow of doubt I must produce the facts and what the facts are base on. When I was contact that someone was using my identity I knew where it started. Due to these reasons and facts why I join this Class in order to reclaim what was wrongly take by deception from my family and I and on behalf of the Class Members who was affected by these alleged Defendants.

8. SVEN A. and STEPHANIE W. SHERROD, Plaintiffs are now, and at all times relevant to this action, are legal residents of Will County as well as surrounding Counties of the State of ILLINOIS. We as the Plaintiffs' secured an Interest Only Toxic Mortgage Instrument on 08/01/2007 in amount for \$522,315 with Wells Fargo Bank, N.A., on our property located 1918 Barrington in Bolingbrook within Will County state of Illinois. According to my alleged "TOXIC MORTGAGE BOND", We secured this contract with Wells Fargo, N.A. not HSBC Bank USA, N.A., or any other mortgage company. Therefore, how can HSBC Bank USA, N.A. (HSBC) who acts solely as the trustee and not the Certificate holder of the Note, file foreclosure action against us. For alleging beaching the toxic mortgage bond for lack of payments. We were defending our property according to our toxic mortgage bond, which was stated as part of the allegation. Because of our continuous research with the help of our housing counselor Sonya Davis after the summary judgment

of the foreclosure. We discover that Wells Fargo took our identity as well as beach the contract after we left the closing of our loan on 08/01/2007. We never witnessed any notary or were we ask to agree to any other party being a part of our loan. Wells Fargo Bank, N.A., a/k/a Wells Fargo Mortgage Backed Securities 2007- AR9 Trust CIK # 1415826 is the alleged certificate holder. We do admit that somewhere during the duration of this toxic mortgage bond we defaulted. As a result, we were not able to re-finance our loan, as we were inform by our broker, claiming we can re-finance after a year. Due to these reasons and facts why I join this Class in order to reclaim what was wrongly take by deception from my family and I and on behalf of the Class Members who was affected by these alleged Defendants.

9. YVONNE SINGLETON, Plaintiff, is now and at all times relevant to this action, is a legal resident of Will County and has an address of 879 Honey Lane Crete as well as surrounding Counties of the State of ILLINOIS. Plaintiffs secured a loan 10/26/2006 Recorded as document R-2006180132 within Will County with US Bank National Association. Plaintiff defaulted on loan due to hardship and loss of employment resulting in a decrease of income and an increase of their living expenses. Several unsuccessful attempts made to Select Portfolio Servicing LLC (SPS), who was the servicer of the loan, in order to work out some form of resolution. When that failed US Bank, N.A. filed foreclosure on 02/03/2012 as case no. 12 CH 000571 within Will County Circuit Court.

(a) Plaintiff, also attempt to refinance the loan but was deny due to derogatory credit line and many unauthorized inquires. Plaintiff had no knowledge of these unauthorized companies who had pulled her credit without approval. She sent out a request for a credit alert to be place on credit file after she believed she was a victim of identity theft and that her privacy had been totally Invade by strangers. Due to the facts that she was unable to identify the alleged person/persons, she was not able to file a police report. Many members of this Class Action have experienced this same type or similar problems after they brought their homes. Due to these facts, Plaintiff has joined this class action. Plaintiffs and Class Members have suffered a great loss due to unlawful mortgage transactions, which has injure, them and the Class Members personally, physically and financially.

(b) From the very beginning of this transaction, it should be viewed as predatory lending, because it was an interest only loan with a five (5) year fixed and a twenty-five (25) year ARMs with a starting interest rate of 8%. The day of origination, the credit scores were over 680, yet the interest was still 8%. During this unfortunate time, we as the Plaintiffs and Borrowers had no idea that our loans was set-up precisely for capital gain.

(c) When the mortgage industry crashed, it was impossible to refinance the loan because it was upside down, the mortgage amount was greater than the value of the house. Plaintiffs defaulted on her loan due

to hardship of lost decrease of income and increase of her monthly expenses; she made several unsuccessful attempts to Select Portfolio Servicing LLC (SPS) who was the servicer in order to work out some form of resolution. When that failed US Bank, N.A. filed foreclosure against the Plaintiffs who tried to defend the loan per mortgage contract. Plaintiffs also attempted to refinance their loan and was wrongfully denied due to derogatory credit lines and many unauthorized inquiries. Plaintiffs had no knowledge of these unauthorized companies who has pulled her credit without her approval. She sent out a request for a credit alert to be placed on her credit file after she believed she was a victim of identity theft and that her privacy has been invaded totally by strangers. Due to the facts, she was unable to identify the alleged person/persons she was not able to file a police report. Many members of the Class have had similar problem after they brought their homes. Due to these facts, Plaintiffs joined this class action. Plaintiffs and Class Members have suffered a great loss due to this unlawful mortgage transaction, which has injured her and the Class Members personally and financially.

DUANE PHILLIPS Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County 8200 Paxton Chicago as well as surrounding Counties of ILLINOIS. Plaintiff secured an Interest Only Toxic Mortgage Instrument. With Quicken Loan on March 29, 2007 who fail to disclose to Plaintiff about MERS involvement concerning his loan, or any other party. Plaintiff presumes that his debt obligation would be to Quicken Loan only. Plaintiff had no knowledge of MERS until MERS was exposed in 2007. Plaintiff admits he defaulted on his loan, when Plaintiff unsuccessfully tried to re-finance his loan due to that Quicken Loans secure an interest only loan, whereas these type of loans are hard to re-finance therefore Plaintiff was denied. After Ditech claiming that Plaintiff breached the defective mortgage bond when in fact, Quicken Loans breached the contract the moment I left the closing table. When I, as Plaintiff discover that Defendant Quicken Loan failed to acknowledge my affidavit as well as MERS. I, knew then in order to exercise my civil rights I would need to take this to another level. That how I became a member of this class action lawsuit. Class Members of this class have suffered from this same type of mortgagee abuse from Quicken Loans or any other Defendant who has direct contact with my loan.

10. STEVEN E. DAVIS, Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County 1752 W. Edmaire Ave. Chicago as well as surrounding Counties of the State of ILLINOIS. BORROWER secured an Interest Only Toxic Mortgage Instrument with Countrywide Home Loans Inc., on his property. On 06/19/2006 in amount for \$103,700. With a starting interest rate of 6.25%. As according to my alleged "TOXIC MORTGAGE BOND", I secured this contract with Countrywide Home Loans Inc., a/k/a Bank of America. Not Deutsche Bank, N.A. (Deutsche) Trustee of HSI Asset Securitization Corp. trust 2006-HEI. Bank of America, N.A. is the trustee and not the Certificate holder of the Note, whereas the trustee Deutsche sold Plaintiff's mortgage with an incorrect legal description.

{ See Exhibit Mortgage Contract } without a correct legal description, the mortgage was defective leaving any (investor with a defective mortgage bond?). While Countrywide Home Loans was committing fraud by deception against me, there concerns were not about how to correct the legal description. The Defendants primary concerns were to gain control over my personal information for capital gain. Without any regards to the laws of this State, and how this would affect myself as the Plaintiff and Class Members with similar situations. Due to these facts is why I joined the Class. The correct legal description is as follows:

Washington Heights, being a resub of lots 1 & 2 in block 13, all of block 14, lots 7 to 63, include, in block 20, lots 1,2, & 3 in block 21, and all blocks 24,25, 26, & 29, all in Sections 18 & 19, also a sub. of the West 1/2 of the North West 1/4 of Section 20 and that 1 portion of the East 1/2 of the South West 1/4 of Section 19-37-14 East of Prospect Ave. Section 20 Township 37 Range

LOUIS G. BARTUCCI, Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County property address 824 S. Cumberland A Park Ridge 60068 as well as surrounding Counties of State of ILLINOIS. On August 18, 2007. Plaintiff re-finance his defective toxic mortgage instrument with Wells Fargo HSBC who acting as trustee file foreclosure action against me for allegedly beaching the mortgage contract. I have try to exercise my Right as homeowner and to show cause of how my contract was beach and my name was misuse by the Defendants. My heath is failing due the abuse I have Plaintiff that how I became members of this class action lawsuit. I also know other members of this class has suffer from this same type of mortgagee abuse and gross negligence of Wells Fargo. They had fail to respond to my affidavit of commerce, I believe the reason being because they are investors of these RMBS. Due to these facts, Plaintiffs joined this class action. Plaintiffs and Class Members have suffered a great loss due to this unlawful mortgage transaction, which has injured her and the Class Members personally and financially

11. WALTER WHITE Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County property address 4101 189th St. Country Club Hills Ave. Chicago as well as surrounding Counties of the State of ILLINOIS. On 07/28/2004 in amount for \$162,400, the Plaintiff secured a fixed rate FHA Toxic Mortgage Instrument with The First Mortgage Corp., MERS transferred to Wells Fargo Bank N.A., on property located 4101 189th St. Country Club Hills in Cook County state of Illinois. According to my alleged "TOXIC MORTGAGE BOND", I secure this contract, with The First Mortgage Corp., and not Wells Fargo N.A. or MERS or any other mortgagee. Therefore, how can US Bank N.A. Who act solely is the trustee and not the Certificate holder of the Note, whereas Wells Fargo Bank N.A. a/k/a Wells Fargo Mortgage Backed Securities is the Cretificate holder. I am not admitting that somewhere during the duration of this toxic mortgage bond I defaulted. Due to the facts, I was not able to re-finance my loan as I was inform by the mortgage broker that I could re-finance after two-years this just

a way and my income decreased and my expenses increased. Wells Fargo Bank N.A. deliberately constructed this loan product in order for Plaintiff and Class Members like me to fail this is a standard practice for them according to Department of justices. That how I became a members of this class action lawsuit. I also know other members of this class has suffer from this same type of mortgagee abuse.

12. LINDA BARKER Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County property address 1726 N. Parkside. Chicago as well as surrounding Counties of the State of ILLINOIS. On 10/26/2006 in amount for \$217,800 with a starting interest rate of 6.25%, as the BORROWER, I secured an Interest Only Toxic Mortgage Instrument with Countrywide Home Loans Inc., on my property located Chicago, Illinois. According to my alleged "TOXIC MORTGAGE BOND", I secure this contract with Countrywide Home Loans Inc., a/k/a Bank of America. Mortgage Pass-Through Certificates, Series 2006-HE1 and HSI Asset Securitization Corporation Trust 2006-HE1, Issuing Entity HSI Asset Securitization Corporation Depositor HSBC Bank USA, National Association Sponsor and Seller Ills Fargo Bank, N.A. Servicer and Master Servicer Countrywide Home Loans Servicing LP Servicer According to my alleged "TOXIC MORTGAGE BOND". I secure this contract with Countrywide Home Loans Inc., a/k/a Bank of America.

I do admit that somewhere during the duration of this toxic mortgage bond I defaulted. Due to this fact, I was not able to re-finance my loan as the broker informed me. My income decreased due to retirement and health related issues my expenses increased. I unsuccessfully reached out to Bank of America concerning some form of workout option. During this time I was fighting the IRS concerning my personal income taxes, which I later found out someone was using my information. I had no idea how this was possible. After the foreclosure my sister and I whom I takes full care due to her handicap was turn down many times by property owners. Due to my credit rating dropping. This brought a great deal of stress on the both of us. The Banks wants to know how I was injury. There is no one but me to take care of my sister and I was at the point where I just wanted to walk away, that was not an option for me. While Bank of America and their so call alleged investors was getting richer, I went right to the poor house.

I now know that I was deliberately target and tick into a loan that was structure in order for me to fail; this is a standard practice for them according to Department of justices. That how I became a members of this class action lawsuit. I also know other members of this class has suffer from this same type of mortgagee abuse.

13. KENNETH HARPER Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County property address Ave. Chicago as well as surrounding Counties of the State of ILLINOIS. On 1/09/2007 in amount for \$217,800, as the Plaintiff and Class member, I secured a Defective Toxic Mortgage Instrument with Equifirst Corp. on my property located at 1010 Mason Ave Chicago. Whereas, Equifirst Corp., sold the 2007-1 series to Barclays Capital Inc., BCAP LLC, a Delaware limited liability

company who became the Underwriter, on behalf of EquiFirst Loan Securitization Trust 2007-1 Mortgage Pass-Through Certificates, Series 2007-1. In the original principal amount and with the designation described on as depositor, Barclays Capital Real Estate Inc. d/b/a HomeEq Servicing, as servicer (the "Servicer"), and Deutsche Bank National Trust Company, as trustee and The Bank of New York Trust Company, N.A., as custodian.

(a)I do admit that in 2008 somewhere during the duration of this toxic mortgage bond I defaulted, due to the facts that my predatory loan rate was 8.450% and I was not able to re-finance. Equifirst Corp. deliberately constructed this loan product in order for me to fail this was standard practice for them. Accordingly, Barclays closed EquiFirst in February 2009 after the U.S. market for its subprime.

14. RENNA THOMAS Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County with a current address Ave. Chicago as well as surrounding Counties of State of Illinois. Plaintiff secured an instrument with Wells Fargo N.A. on her property located 5456 Ferdinino Chicago. According to Plaintiff's alleged "TOXIC MORTGAGE BOND", it was a secured contract with Wells Fargo N.A. not with MERS or any other mortgagee. Therefore, WELLS FARGO BANK, N.A., acting as Servicer and Wells Fargo Asset Securities Corporation, as the Depositor and HSBC Bank USA, National Association, as the Trustee. Not the Certificate holder of the Note, whereas Wells Fargo Bank N.A. a/k/a Wells Fargo Mortgage Backed Securities is the Certificate holder. I am admitting that somewhere during the duration of this toxic mortgage bond Plaintiff defaulted. Upon the filing of the defective toxic mortgage bond foreclosure claiming, Plaintiff beached the contract. Whereas the contract was beached the moment Plaintiff left the closing table.

(a)Due to the fact Plaintiff had and adjustable stated income loan, Plaintiff was not able to re-finance the Plaintiffs loan, like so many homeowners as in Class Members. Plaintiff's default was due to loss of income. Wells Fargo Bank N.A. deliberately constructed this loan product in order for Plaintiff to fail this is a standard practice for them according to Department of justices. In order to exercise my "Due Process" and seek full resolution and damages in order to reclaim my full identity that wrongfully taken from me, the reason why I join this Class Action.

15. ELIZABETH ROBINSON Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County with a current address 12446 S. Perry Ave. Chicago as well as surrounding Counties of Illinois. On September 01, 2006, Plaintiff secured an instrument with Conseco Bank Inc, a/k/a Green Tree on her previous property located at 2202 East 97th St. Chicago. As a Plaintiff and hearing about the fraud that took place during the housing melt-down, she knew that her loan was part of this time-period. And always wonder how was her identity been stolen? Like so many other she had no idea who/why. After

499 taking a close look at her defective toxic mortgage bond Plaintiff remember there were no mention of any
 500 notary, or loan would be transfer or sold. After, conducting a complete research into her loan, she
 501 discovered that Consecro Bank Inc was Green Tree Servicing a/k/a Ditech Deutsche Bank the trustee.
 502 claiming, Plaintiff beached the contract. Whereas the contract was beached the moment Plaintiff left the
 503 closing table.

504
 505 (a)Due to the fact that Plaintiff had and adjustable stated income loan. Plaintiff was not able to re-finance.
 506 Plaintiff loan like so many homeowners as in Class Members were. Plaintiff default was due to loss of
 507 income. Consecro Bank Inc., deliberately constructed this loan product in order for Plaintiff to fail this is a
 508 standard practice for them according to Department of justices. In order to exercise my "Due Process"
 509 and seek full resolution and damages in order to reclaim my full identity that wrongfully taken from me,
 510 the reason why I join this Class Action.

511
 512 16. KEITH WILLIAMS and MONICA DICKERSON, Plaintiffs are now, and at all times relevant to this
 513 action, are legal residents of 327 Candlewick Dr. NE Poplar Grove, IL 61065 Boone County as well as
 514 surrounding Counties of ILLINOIS. On 04/13/2007, Plaintiffs secured a Mortgage Instrument with First
 515 Franklin Financial Corp. on their property within Boone County state of Illinois. In 2014, Plaintiffs
 516 defaulted, on said loan due to a reduction of income and decrease of monthly expenses. U.S. Bank N.A.
 517 Successor Trustee to LaSalle Bank N.A. as Trustee for Merrill Lynch First Franklin Mortgage Loan Trust
 518 Mortgage Loan Asset-Backed Certificates Series 2007-3 (US Bank/Franklin) filed foreclosure on Plaintiffs
 519 in 2014 as case number 14 CH 00224 in the Circuit Court for the 17th Judicial Circuit Boone County-
 520 Belvidere, Illinois.

521
 522 17. LARRY and BELINDA BROWN, Plaintiff are now, and at all times relevant to this action, are legal
 523 residents of Cook County now as a mailing address 2850 Chase Park Dr. Apt C Homewood as well as
 524 surrounding Counties of State of Illinois. On 07/10/2006, we secured an 80/20 adjustable Rate instrument
 525 in amount for \$391,920. Which consist of 80% the 20% second loan \$97,980. On my property located
 526 441 Homeland Rd. Matteson within Cook County and the State of Illinois and recorded as documents
 527 numbers (1th mortgage) 0620108005 (2nd. mortgage) 0620108006. According to my alleged "TOXIC
 528 MORTGAGE BOND", I secured this contract with GE-WMC MORTGAGE SECURITIES, L.L.C. On
 529 07/10/2006 we secure an 80/20 adjustable Rate instrument in amount for \$391,920 which consist of 80%
 530 the 20% second loan \$97,980. On my property located 441 Homeland Rd. Matteson within Cook County
 531 and the State of Illinois and recorded as documents numbers (1th mortgage) 0620108005 (2 mortgage)
 532 0620108006. According to my alleged "TOXIC MORTGAGE BOND", I secure this contract with GE-
 533 WMC MORTGAGE SECURITIES, L.L.C. not MERS or any other mortgagee.

(a) We are not admitting that somewhere during the duration of this toxic mortgage bond we defaulted, due to the fact we were not able to re-finance the loan. During the period when we purchased this home, we deliberately forced into this toxic transaction. We informed the seller that we were not financially able to afford this home. Both the Broker and Seller claimed you are getting a great deal on this model and you can always re-finance after a year. Right after we allegedly brought the home we failed into unexpected financial hardship and was not able to make our payments. We unsuccessfully contacted the bank to inform them of our position, of when we will be able to provide payments. On 01/09/2007 HSBC Bank, file foreclosure action against us for illegally beach of contact. During that time, we had no idea that the alleged defective toxic mortgage bond was deliberately constructed in order to WMC Mortgage Corp., to capitalize off our names. This was just part of the total transaction because it is a known fact that African-Americans were the leaders in these sub-prime predatory loans. Therefore, we were victimize the moment we agree to purchase a home. This type of predatory lending practice launched the National Settlement Act in 2011. The government found this was standard practice for them according to Department of justice. Because we refuse to give up this ongoing fight in order to regain our identity back and the evidence that we are able to bring forth in this class action what makes us a party to this class. In all Class Members who have been damage by WMC Mortgage Corp., EMC Bank and HSBC.

18. GREGORY D. and JULIANNA V. REED Plaintiff is now, and at all times relevant to this action, is a legal resident of McHenry County, as well as Counties of ILLINOIS. On September 01, 2006, Plaintiffs secured an instrument with Taylor, Bean & Whitaker Mortgage Corp. These mortgages ultimately were owned by various investors, including but not limiting Federal Home Loan Mortgage Corporation ("Freddie Mac") and the Government National Mortgage Corporation ("Ginnie Mae"), which together accounted for approximately 95% of the total UPB, as well as "private label" mortgage investors, such as Wells Fargo and Bayview as the Servicer. Plaintiffs secure instrument with Taylor, Bean & Whitaker Mortgage Corp on their home located at 1521 N. River Rd. Algonquin, for \$682,000. What we the Plaintiffs were unaware of after the primary closing of the loan, was how this pervasive bank mortgage lender stolen our identity and sold and trade it on Walls Street without our permission. According to our forensic audit, which tells how many parties had excess to Plaintiffs personal financial information. We felt betrayed as well as stricken of every part of our bodies. We as the Plaintiffs realized that we were never properties owners we are just tenants. Once we heard about this group of homeowner were filing this class action lawsuit. We the Plaintiffs knew this was the way to help regain our identities, and seek justices and demand our "Due Process". When we heard about Taylor, Bean & Whitaker originating this bad defective toxic mortgage and how this group had no concern for other people we were heart broken. In order to protect and seek resolution on behalf of ourselves and all class members who had a loan with Taylor, Bean & Whitaker and bring forth this cause of action against all parties involved.

DENNIS F. MARTINEK and SUSAN R. MARTINEK Plaintiff is now, and at all times relevant to this action, is a legal resident of McHenry County property address 119-121 Groveland Ave. Riverside as well as surrounding Counties of the State of ILLINOIS. Plaintiffs secure a re-finance with Millennium Bank N.A. MERS on December 7, 2006 for \$431, 000.00 with an interest rate of 8.250% Wells Fargo Bank N.A. became the Sever. After the Plaintiffs was wrongfully accuse of beaching the contract on 04/06/2012 the mortgage was assign to HSBC Bank USA N.A. This when Plaintiffs realized something was wrong. In order to show proper cause of action Plaintiffs had to search for evidence. With many inquires Plaintiffs was informed to have a "Forensic Loan Audit" {See Exhibit D} in order to prove how you victimized by the Defendants. Plaintiffs. Uncovered Nomura Asset Corp., whom securitize this allege defective toxic mortgage bond, and has wrongfully accused Plaintiffs and Class Members of default as well as beaching the contract.{See Exhibit B} According to a lawsuit file this company has proven they are untrusted worthy. Therefore if the government found that this company has committed fraud or has violated any federal rules and regulations, where that but us as innocent by-stander.

The Federal Housing Finance Agency as shown in the statement below how Plaintiffs and class Members RMBS were to be prepare in order to trade their names on Wall Street. Without no regards to the Plaintiffs or ask for Plaintiffs permission all the parties involved in this transaction has invade the Plaintiffs privacy. Took their personal information without Plaintiffs and Class Members permission and sold their lives for gold, silver and currency. With all respect, did not offer the primary person the "HOMEOWNERS" not one penny and has taken their life.

Federal Housing Finance Agency v. Nomura Holding America Inc., Nomura Asset Acceptance Corp.,

"In residential mortgage-backed securitizations, the cash-producing financial assets are residential mortgage loans in many instances, the transfer of assets to a trust "is a two-step process: the financial assets are transferred by the sponsor first to an intermediate entity, often a limited purpose entity created by the sponsor . . . and commonly called a depositor, and then the depositor will transfer the assets to the [trust] for the particular asset-backed transactions." Asset-Backed Securities, Securities Act Release No. 33-8518, Exchange Act Release No. 34-50905, 84 SEC Docket 1624 (Dec. 22, 2004)."

The Plaintiffs has proven without a "SHADOW OF DOUBLT" who rightfully beached the contract and committed "Fraud by Deception". With these facts, I bring forth cause of action against the Defendants. On behalf of ourselves and class members, whom loan with Taylor, Bean & Whitaker and bring forth this cause of action against all parties involved.

19. KEVIN J.MUHAMMAD as POWER OF ATTORENY for Mother RUTHIE E. KING, Plaintiff, who is unable to speak on her own free will, due to illness and is now under extreme Doctor Care and living in a supportive housing assistance home, assigns her son Kevin Muhammad as attorney-in-fact. Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County with a current address 11836

S. Loomis Chicago as well as surrounding Counties of the State of Illinois. December 01, 2004 Plaintiff, secure a re-finance secured this alleged adjustable rate Toxic Mortgage Instrument with Marlbella Mortgage LLC and assigned MERS as mortgagee who in turn transfer the loan to Bank of New York Mellon in order to Securitized into Mortgage-Backed Securities. On her home of 30-years plus bring forth the allegations against all parties involved in her toxic mortgage bond transaction. Please see her attached affidavit for support of the misuse of her and husband identities. Due to her illness after the death of her husband Wendell J. King who was the primary Borrower authorized their son Kevin J. Muhammad to speak on their behalf in order for her and husband to exercise their "Due Process" a process that help kill Mr. King. Until this day the Kings who as live on their property for a period of 30-years plus and was wrongfully taken from them, never knew how the Banks can take something from someone who has taken their whole lives in order for their Children to have a safe heaven. Their dreams were shatter the day the sheriff evited her and had to be wheeled her out because she was bed stricken, Unaware what was happen. There were no mercy or Remorse for the Defendants action. Her and her husband made it possible in order defendants to seek the wealth. With these facts, enable us as Plaintiffs to engage in this class action lawsuit in order to seek justices and regain our identity back on behalf of ourselves and an all Class Members who have suffer from these same scenarios.

20. DARRYL E. BELL AND ANN CONEY-BELL Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook as well as surrounding Counties of the State of ILLINOIS. We the Plaintiffs, we secured this alleged adjustable rate Toxic Mortgage Instrument with Wells Fargo Financial LLC. Wells Fargo Bank N.A., on our properties located 11457 S. Longwood Drive Chicago we also secure an instrument on property located at 7716 S. St. Lawrence. Within Cook County State of Illinois. According to these alleged **"DEFECTIVE TOXIC MORTGAGE BONDS?"** Therefore, Wells Fargo N.A. who act solely is the trustee as wells as the Certificate holder of the Note, and Wells Fargo Mortgage Backed Securities is the Certificate holder. According to my alleged note rider, the originator failed to include the rate of the note that we signed on 08/06/2007. Therefore, Plaintiffs are not responsible for any payments associated with either loan. Because there were no disclosure of the Rate within these documents. Therefore, the Servicer cannot demand any payments from Plaintiffs. The day of closing in 2007 Plaintiffs were inform that these loans would be combine as one, instead Plaintiffs ended with two separate defective mortgage bond for a total of \$936,359.08 if you include any unclosed interest rate of 30-years this will give you a figure of close to \$2,000,000.00. Leaving Plaintiffs indebted for life. This is intentional abuses lending practices. This type of abuse will generate billions of dollars in capital gain for the allege investors. During this time the market has just crashed, Woodlawn area was the hardest hit in Cook County equity was dropping by the thousands, therefore it would have been impossible to get a fair market price of \$468,179.40 when in fact this property was only worth about \$100,000. We have seem homes in this area within one month drop from \$300,000 to \$1900 within a matter of weeks. Both of these properties in question are miles apart. Since this brought, to our attention, Plaintiffs must now focus on the fraud and the misleading of information that was given to us. With these facts, enable us as Plaintiffs to engage in this class action lawsuit in order to seek justices and regain our identity back on behalf of ourselves and all Class Members who have suffer from these scenario.

21. GORAN GOSTIC and LJILJANA GOSTOVIC, Plaintiffs are now, and at all times relevant to this Class action and has a property address of 4052 N. Laverne Ave. Chicago this action, are legal residents of Cook County, as well as surrounding Counties of the State of ILLINOIS. The Plaintiffs, family have lived on this property since 1990, in order to claim such title to the land; the Plaintiffs family has recorded within the Cook County Recorder of Deeds a "Certificate of Title". As document No.99088767 on 01/27/1990. Plaintiffs, secured a refinance 3/16/2005 with Countrywide Home Loans and recorded as document No. 0509527086 within Cook County Recorder of Deeds. The Plaintiff was a victim of circumstances' the moment the Plaintiffs decided to apply for a loan, due to the fact she was an immigrant Borrower. Plaintiff was also discriminated due to her national origin, whether or not her credit score was high enough to qualify her for and prime fixed rate. This particular loan would receive a high rating from "Moody Rating System". This group of loans generated Billions of Dollars on the market. These Class members never had any real chance of equal opportunities or justice.

(a) Plaintiffs defaulted on their loans due to rate increases, afterward Plaintiff retired from her job. Plaintiffs, made several unsuccessful attempts to Bank of America, N.A. (BOA) who was the servicer in 2013 in order to work out some form of resolution. When that failed Bank of America intentionally forced Plaintiffs into foreclosure around 06/2010 due to requested respected documents repeatedly. During 2013, Bank of America transferred loan to Nation Star Mortgage. Plaintiffs attempted to refinance their loan once again in order to save the property, due to their credit, Plaintiffs were deny.

22. CHERYL M. MALDEN, Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County and has an address of 1632 S. Indiana Ave. Apt. 102 Chicago, IL 60616 as well as surrounding Counties of the State of ILLINOIS. On October 03, 2006 with America's Wholesale Lender MERS assign the mortgage to Countrywide who also service the loan. Plaintiff defaulted on her loan she was approve for the "Making Home Affordable Trial Payment" after this period Countrywide wrongfully denied Plaintiff for a permanent modification. Plaintiff during this time was unaware that Defendants real intention were to put her into imminent default in order to file foreclosure, in order to increase the rating of her loan. Without any recourse of Plaintiff who try to up hold the contract. By putting up a formal defend which concern her defective contract. Plaintiff file consumer complaints in order to justify the default. Plaintiff also submitted by certified mail an affidavit of commerce explaining how she was affective by the abusive mortgagee pledge upon her. Plaintiff never received any corporation or explanation from MERS or Bank of America explaining how they were able to abuse her name without her permission. According to MERS Plaintiff should receive some form of resolution within the 30-day allowed by MERS. Both Defendants MERS and Bank of America fail to follow the Federal rules and guidelines. This also, show just how Defendants try to claim Plaintiff "Due Process". Countrywide misled the Plaintiff as to whom the lender was right from the start. America's Wholesale Lender was not and

never was a New York Corporation. During this time, the mortgage broker would retain a higher commission if they lead their buyer into signing a contract under Countrywide Home Loans (Countrywide). A "Pay-Option Only Loan" a/k/a interest only, which was one of Countrywide, loan produce they approve for borrowers purchasing or refinancing without the required monthly income. The loan would be approve under "Stated-Income Loan" guidelines. These type of teaser rate loans grew rapidly during the real estate and home building boom. Its specialty was so-called Alt-A loans, those for which home- buyers were ask to produce little or no evidence of income or assets other than the house they were buying. . With these facts, Plaintiff's bring this action against Countrywide, a/k/a Bank of America on her and Class Members behalf who personal information was sold to investors, on Walls Street. In order to seek my due process the reasons why I became a member to this Class

23. DR. LATOYA GLASS, Plaintiff is now, and at all times relevant to this action, is a legal resident of Will County and has an address of 506 Hickok Ln University Park, as well as surrounding Counties of IL of the Counties of State of ILLINOIS. Bring this action against JP Morgan Chase on her and all Class Members who personal information was sold to investors, on Walls Street. I order to seek my due process the reasons why I became a members to this Class.

24. CHERYL BELL, Plaintiff is now, and at all times relevant to this action, is a legal resident of Cook County and has an address of 14209 S. Edbrooke Ave. Riverdale, as well as surrounding Counties of State of ILLINOIS. Plaintiff Bell bring to this cause of action. On 01/24/2006 Plaintiff Bell refinanced with Aegis Wholesale Corporation as an FHA fix rate, during the time period of 2012 and 2014 she went into default, whereas Defendant Bank of America located in Pittsburgh, PA approved a loan modification. Plaintiff was laid-off from her job due to sickness, which was the primary reason for the default. Plaintiff Bell was not able to make the payment on the 2012 modification; due to her worker, comp delay. Once again, she defaulted. On 10/22/2014, Bank of America located in Broomfield, CO approved a 30-year FHA loan for \$9,463. According to the alleged mortgage, contract the Department of Housing and Urban Development: C & L Service Corp. /Morris-Griffin Corp. approved this loan. {Please see Exhibit} The Plaintiff had on idea there were another loan on her property. She knew she was approve for the modification, after the alleged mortgage contract was introduced to her. She stated that she never knew of any loans, or the signature was not hers. The same person who notarized the modification Gregory R. Perek was the notary for the State of Illinois also notarized the mortgage document, as well as a second party Susanna L. Cade from Colorado who notarized the modification. Plaintiff Bell wonders how/why would she receive a loan at the same time she also was approve for a modification. This is a Red Flag sign that a "Straw-buyer from Bank of America wrongfully and intentional secured this loan without her approval, and the possibilities that this loan became part of the RMBS. This also declares identity theft and invasion of privacy.

backed securities (RMBS) prior to Jan. 1, 2009. The resolution includes a \$4 billion civil penalty – the largest penalty to date under the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA). As part of the settlement, Citigroup acknowledged it made serious misrepresentations to the public – including the investing public – about the mortgage loans it securitized in RMBS. The resolution also requires Citigroup to provide relief to underwater homeowners, distressed borrowers and affected communities through a variety of means including financing affordable rental housing developments for low-income families in high-cost areas. The settlement does not absolve Citigroup or its employees from facing any possible criminal charges.

Nomura Asset Acceptance Corporation, Mortgage Pass-Through Certificates, Series 2006-AF2 Trust
 Nomura Asset Acceptance Corporation act as the Depositor, NOMURA CREDIT & CAPITAL, INC., as
 Sponsor. Business located at Two World Financial Center, Building B, 21st Floor, New York, New York Defendant
 Nomura Holding is a Delaware corporation with its principal place of
 business at 2 World Financial Center, New York, New York 10281. Nomura Holding is the
 American branch of the Japanese investment banking and securities firm Nomura Securities Co.,
 Ltd. Nomura Holding's wholly owned subsidiaries include Defendants Nomura Credit, NAA,
 NHELI, and Nomura Securities.

CLASS ACTION ALLEGATIONS

Plaintiffs bring this action pursuant to 735 ILCS 5/2-801) (from Ch. 110, par. 2-801 on behalf of all persons living within the State of Illinois; who have had or now has a residential defective toxic mortgage bond. The Class Members bring this action under fraud as "Theft by Deception" in identity theft that funded the mass Mortgage Backed-Securities. This effected Borrowers who were target by Sub-prime ALT-A sector, forcing qualified Borrowers whom had Credit Scores well above 680 and approving Borrowers whom credit score was below 540 into these bad loans. Without any control of their own, secured loans that they were not able to maintain. Most of the Class Members loans were interest-only whereas, these loans were impossible to re-finance into a better rate. These loans were design for the Borrowers to default and breach the contract. Upon signing the final closing documents, there were no discussion on or about any other mortgage company or investors' not even MERS were disclosed to the Class Members. Most of the Class Members might have filed former complaint concerning "Countrywide Data Breach Lawsuit" {See Exhibit D}.

Defendants will be divisive against Class Members and wants the court to believe that Plaintiffs have abused the Judicial System, and breached their contracts force majeure. When in fact Defendants breached the contracts right after the Class Members left the closing of their loans. Defendants will state that this Complaint is untimely, meritless and frivolous. incoherent and fails to put Defendants on fair notice as to what they allegedly did wrong and fail to state a plausible, non-speculative right to relief. Defendants will try to incorporate the Rooker-Feldman Doctrine and *Res Judicate*, and state that plaintiffs should have raised their argument in State Court as an Appellate tribunal to re-litigate that argument.

Plaintiffs will show within the Complaint who has the jurisdiction over fraud as in identity theft. Plaintiffs are aware that by bringing forth this Complaint, what impact, it might bring on the Defendants, as well as this Court. Therefore, the Plaintiffs demand, according to the U.S. Constitution Bill of Right Article Seven which states:

In suits as common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved; and no fact, tried by a jury, shall be otherwise re-examined in any Court of the United State than according to the rules of the common law.

Defendants are the ones who abused the Judicial System with the predatory lending. Scheming practices of BANK AMERICA, N.A. successor by MERGER TO BAC HOME LOANS LP, fka COUNTRYWIDE HOME LOANS SE., US BANK NATIONAL ASSOCIATES, MERSCORP Holdings, Inc., BANK NEW YORK MELLON USA, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, HSBC BANK USA N.A., CHASE MANHATTAN a/k/a JP MORGAN CHASE. WELLS FARGO SECURITIES LLC, QUICKLEN LOANS INC., EMC MORTGAGE, LLC, GREEN TREE FINANCIAL CORPORATION a/k/a DITECH FINANCIAL LLC, CITIGROUP INC., and NOMURA ASSET ACCEPTANE CORPORATION a/k/a NOMURA ASSET HOLDING This action is brought in the amount that exceeds \$9,999,999.00. As well as a clear title to their properties plus punitive damages that the court may deem just.

Plaintiffs are committed to prosecuting these actions and taken the necessary step in filing this class action lawsuit Pro Se and demand a jury trial. Plaintiffs' claims are typical of the other members of the Class and Plaintiffs have the same interests as the members of the Class. Plaintiffs are an adequate representation of the Class.

Incompatible standards of conduct for Defendants, or adjudication with respect to individual members of the Class, which would as a practical matter be dispositive of the interests of the others members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

The Defendants have acted, or refuse to act, on grounds generally applicable to, and causing injury to, the Class. Therefore, relief on behalf of the Class as a whole is appropriate.

According to the details found online, Countrywide suffered a data breach, which was initially report in August 2008. At that time, an employee was arrested and charge for downloading information on 20,000 customers every week and selling it to mortgage brokers over a period of two years. Based on an initial settlement reached in December 2009, approximately 17 million people were affect by the breach.

Whether this affected the Class Members indirectly or directly, we must also look at the real facts, rather, the Plaintiffs who brought forth those actions against Countrywide Financial Corporation were not aware that their identities were already being misuse by the mortgage companies, and sold and traded on Wall Street after the closing of their loans.

These new Plaintiffs' allege that they suffer injuries from the data theft, because they were force to take measures to protect themselves from identity theft. Such as enrolling in independent credit monitoring service. Despite having their credit monitored by Credit agencies, spending time researching identity theft, and forced to cancel their telephone service after being inundate with telemarketing calls, which

invaded the Class Members privacy. As well as, finding unauthorized inquiries on their credit report for companies, they never had any contacts.

Defendants sold their mortgage portfolios under wrongful and fraudulent "securitization pools" after their mortgage portfolio went into massive default. A result of these Pass-Through Certificates are the real parties in questions. MERS who claims sole nominee on behalf of the Lender and Lenders Assignor and Assignees, and Defendants who name was not ever mention until the Class Members defaulted and foreclosure was initiated.

Defendants claim, that after they sold their mortgage portfolios under wrongful and fraudulent "securitization pools," and after their mortgage portfolios went into massive default as a result, of these Pass-Through Certificates, who are the real parties in questions. MERS who claims sole nominee on behalf of the Lender and Lenders Assignor and Assignees, and Defendants who name was not mention until the Class Members defaulted and foreclosure was initiate.

Class Members loans were originate as Sub-Prime ALT-A loan, under loan products such as Adjustable Rate Loans, Teaser Rate, Interest-Only Loans, and Fixed Rate loans. Plaintiffs and Class Members were force into default, who were current or less than 90-days in default at that time when they reached out to the Defendants in order to receive some form of an affordable workout. In exchange, they received a negative response from the representatives. Plaintiffs bring forth this cause of action and on behalf of every class member whose claiming fault based solely on fraud. As a result, of these "coincidences", those borrowers who had their identities stolen or their financial information sold, were at a higher risk of identity theft and not wrongful foreclosure.

As a direct and proximate result of the Defendants' breach of privacy of their borrowers, Plaintiffs identities have been stolen or compromised, their credit histories acquired, and (in some cases over decades) have been shattered, and Plaintiffs have been unable to obtain loans or extensions of credit for business, home, personal, and for real estate refinancing uses.

As a proximate and foreseeable result of the forgoing breaches of security by Defendants, each Plaintiff has been damage in the sum over 10 Million Dollars, as this court deems just.

A complaint, contain sufficient factual matter accept as true, to state a claim to relief, that is plausible on its face "Ashcroft v. Iqbal 556 U.S. 662, 678, 129 S. Ct. 1937, 1949 (2009) (citing Bell Atl. Corp. v. Twombly, 540 U.S. 544,555,127 S. Ct. 1964-65 (2007) The plausibility standard "is not akin to a probability requirement, but it asks for more than a sheer possibility a defendant has acted unlawfully. The statement must be sufficient to provide the defendants with "fair notice" of the claim and its basis.

This action is properly maintainable as a class action pursuant to Civ. P. Rule 23. The Class is so numerous that the joinder of all members is impracticable. Therefore, we are opening this Class Action to Members of this State who was affect by the Defendants.

The number and identity of the Borrowers, whose toxic mortgage are held in "Mortgage Backed Securities" can easily be determined by the mortgage records within Defendants data base.

FIRST CAUSE OF ACTION

Plaintiff incorporates lines 1 through 906 herein as though fully set forth at length. Plaintiffs states on behalf of all Class Members Breach of Toxic Defective Mortgage Bond and covenant of Good Faith.

{See Affidavit Exhibit}

Plaintiffs, for the reasons set forth above, and at all times relevant to this action, are legal residents of Cook, Will and Boone County as well as surrounding Counties of State of ILLINOIS. Defendants concede that they compromised the Plaintiffs' private financial information, and Defendants' agents and representatives sold Plaintiffs' private financial information to identity thieves, and breached the mortgage contract. Plaintiffs suffered damages as a proximate result of those actions. Defendants, and each of them, have violated US Patriot Act. Plaintiffs are entitled to an award of actual monetary damages, according to proof.

The Defendants attorney-in-fact will try to misconstrue this statement as a form of **retaliation** of the final decision in some of the Plaintiffs and Class Members foreclosure cases. Due to these facts, Plaintiffs and Class Members are filing Pro Se and demanding a jury trial. MERS, Merscope as well as others Defendants' will also try to make a claim for dismissal using Rooker-Feldman Doctrine. Defendants will also state that the complaint should be dismissed because whatever claims Plaintiffs and Class Members, who are facing the same cause of action, are attempting to assert in the complaint, are precluded by the doctrines of *res judicata* and collateral estoppel as a result of the final judgments entered into Plaintiffs and Class Members Foreclosure Actions. This known as "**Plausible deniability**" Which means, so there cannot be any misunderstanding; {Urban Dictionary}

Plausible deniability –

"A condition in which a subject can safely and believably deny knowledge of any particular truth that may exist because the subject is deliberately made unaware of said truth so as to benefit or shield the subject from any responsibility associated through the knowledge of such truth."

Also according to Law and Legal Dictionary:

"**Plausible deniability** refers to circumstances where a denial of responsibility or knowledge of wrongdoing cannot be proved as true or untrue due to a lack of evidence proving the allegation. This term is often used in reference to situations where high ranking officials deny responsibility

for or knowledge of wrongdoing by lower ranking officials. In those situations, officials can "plausibly deny" an allegation even though it may be true."

MERS, will try to claim their innocent, by stating they have no connection whatsoever to the Class Members allegations. Facts states that MERS position to act as the mortgagee in the public land records and as nominee for the Lenders/Defendants and its successors and assigns. The Borrowers/Class Members never agree to name MERS as mortgagee on the mortgage. The Defendants then record the Toxic Mortgage Bonds in the public land records and registers the loan information on MERS system. As stated within this complaint the Plaintiffs and Class Members never agreed to any such statement. It is impossible because Plaintiffs and Class Members never knew who MERS was until they were expose in 2007. In order for MERS to declare their innocent and claim "Clean Hands Doctrine," they must able to provide prove, to this court they had no direct involvement in the Class Members loans.

Clean Hands Doctrine: rule of law that a person coming to court with a lawsuit or petition for a court order must be free from unfair conduct (have "clean hands" or not have done anything wrong) in regard to the subject matter of his/her claim. His/her activities not involved in the legal action can be abominable since it is considered irrelevant. As an affirmative defense (positive response) a defendant might claim the plaintiff (party suing him/her) has a "lack of clean hands" or "violates the clean hands doctrine" because the plaintiff has misled the defendant or has done something wrong regarding the matter under consideration.

MERS states within their master servicing that, those participants from all sectors of the real estate finance industry have varying levels of access to use of the MERS System. These participants include Lenders, Investors, Servicers, Brokers, Custodians, and Title Companies. MERS also states within their policy that it is the member's responsibility to perform following action within 30 calendar days of receipt of the individual's dispute. Unfortunately, this never happened, when the Plaintiffs submitted their affidavit of commerce to MERS, they never received any response from MERS, which put MERS totally into default." MERS guidelines states;

- Investigate the disputed information reported by the individual. While the investigation is occurring, update the Social Security number. On the MERS System for the individual with the temporary placeholder
- Value of 444444444 to indicate that a borrower's dispute is in process.
- Send the individual's request to the members identified as the Servicer on the MERS System as an encrypted email message from borrower_dispute@mersinc.org, members should whitelist this email address to ensure receipt of these messages

- Notify the individual that we have sent their dispute to the servicer for investigation. It is the Member's responsibility to perform the following actions within 30 calendar days of receipt of the individual's dispute.
- Respond directly to the individual with the results of its investigation.

The Defendants failed to comply with MERS policies. MERS plays a major role when dealing with the Defendants as well as the investors. Since MERS has access to Plaintiffs and Class Members private information, this shows proper cause to bring these allegations against MERS. Hereinafter, MERS is part of the Defendants party and will be address as such.

With all due respect, as the Plaintiffs and on behalf of Class Members who have suffered a great loss due to the fraudulent transaction that pledged our mortgage transaction after we left the closing table.

Understand that due to the nature of our complaint, the Defendants would not be able to raise affirmative factual defense of actions against our complaint. We are not filing this complaint base on foreclosure, in order to reclaim our "Identities" that were wrongfully taken. As the alleged Borrowers of these "Defective Toxic Mortgage Bonds", we were never consider homeowner's, we were, and are tenants. We merely signed over our names in order for the mortgage companies to capitalize off our signatures without any consideration to the very same people who made it possible.

Plaintiffs and Class Members never witnessed any notary present. Some of the Class Members had their closing at their homes, therefore, the possibility of any notary or any representative from other agencies was impossible. Therefore, conflict of interest, which lies within this Complaint, could be against the attorneys.

Plaintiffs and Class Members also bring forth this cause of action in defending their rights under the 14th Amendment of the United State Constitution. For Defendants "Breach of Contract", whereas the Plaintiffs and Class Members under their toxic mortgage contract states that they must defend against all claims.

Upon defending their mortgage contract, the Defendants would try to say, or this court might try to discredit the Plaintiffs and Class Members about the contract allowing the lender to transfer its rights in the mortgage. The Plaintiffs agree to transfer to another servicer who will accept periodic payments. If the Lenders of these alleged mortgage contracts want to do more than just service the contract, the contract must state its' true intentions by disclosing to the Borrower that this contract will be securitized packaged and pooled with other loan within this same class in order to be sold and traded on Wall Street. If this was legal, then why is the contract execute with just one signature, which is the Borrower? and not the person who is issuing the contract.

Defendants denied some of the Class Members an affordable workout option and brought forth foreclosure action against these Homeowners. These claims where brought against the Plaintiffs and Class Members without allowing the members to exercise their "Due Process" under "14th Amendment United State Constitution.

Defendant's attorney-in-fact will use such statements as; "14th Amendment does not apply to actions taken by "Private Parties". This demand of justice is the result of obtaining intimidation by the Defendants, due to the facts of possible conflicts-of-interest that they are investors of these RMBS. This is call "**Plausible deniability**".

During the course of our research, we discovered the reasons for the default and violations. As Borrowers under these trade lines, we have just as much rights as any other investors, assignees, or corporation to be able to defend our legal rights under the United State Constitution.

Whereas Defendants violated Plaintiffs and Class Members "CIVIL RIGHTS" and discriminated against them. This is one of the prime reasons the Attorney General filed a National Settlement civil lawsuit against the Defendants in 2012.

In order to declare discrimination, we must first understand the true meaning of how discrimination violates a person/homeowner/borrower civil rights. There cannot be any confusion. The Plaintiffs and Class Members were discriminated due to "Redlining". Due to the neighborhoods, either their Race, national origin, or their age. This is how they were target when they applied for these alleged sub-prime loans.

Violations of the **KU KLUX KLAN ACT of 1871** ch. 22 17 Stat. 13 codified as amended at 18 U.S.C.A. § 241, 42 U.S.C.A. §§ 1983, 1985(3) and **CIVIL RIGHTS ACT of 1968 which states:**

"Which established different remedies for the disorder, intimidation, and violence the Ku Klux Klan instigated against black citizens and their white sympathizers. The portion of the statute concerning civil conspiracy, section 2 of the Act, is now codified in relevant part at 42 U.S.C. § 1985(3).2. The Act also "provided a civil penalty against persons who knew of and failed to prevent § 2 violations,"3 which provision is now codified at 42 U.S.C. § 1986.4 Therefore, there can be no § 1986 violation without a § 1985 conspiracy."

In order to bring forth a cause of action against the Defendants, Plaintiffs must show without a reasonable doubt that the Defendants have committed a crime for fraud against the Plaintiffs and all Class Members. Plaintiffs will show just how their toxic mortgage bond was breach the day of closing on their loans. We were deliberately, robbed and raped at the closing table. We were trap by the unworthy pervasive banks who violated Class Members "Civil Rights". We were intentionally and wrongfully target by the alleged banks, who claimed some form of ownership, who would have been allowed to sell Class Members homes at a sheriff sale.

The Circuit Court never demanded any proof of ownership in order to allow the foreclosure to proceed. Plaintiffs hereby once again proclaim that this statement is not to be misconstrue by the Defendants as a form of any defense against any foreclosure procedure. In order to justify Plaintiffs and Class Members

claims we must show where the class members case ends. Whereas, this is just a matter of statement in order to show how the contract was breach. Understanding what really happens to Plaintiffs and Class Members names the day of closing and how so many unknown person, have invaded their privacy. After reading this information from the Department of Justice, this is unconstitutional. It all starts with the contract, and explains how the Plaintiffs and Class Members' were victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This Complaint {follow by supporting Affidavits} {See Exhibit A} is the result of extensive research and expresses how all Class Members were affected. Therefore, we must include specifics about the words that are use herein. It is about the agreement, as follows:

Contracts:

"Are promises that the law will enforce. The law provides remedies if a promise is breach or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchange for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not consider contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party."

The Defendants attorney-in-fact will make some outrageous statement concerning this statement about the contract. How Plaintiffs and Class Members should have knowledge of what the Class Members were signing under the state and federal laws. With all due respect, we've all been to a mortgage closing, there was no one present from Mortgage Electronic Registration Systems (MERS) rather they were part of this transaction or not. Some of the Class Members held their closing in their homes so therefore how could they have witness any person from MERS, or any other mortgage company, these Borrowers never even witnessed a notary who claims, per class members mortgage contracts, they witnessed the Borrowers signature. On the final mortgage documents, some of the Class Members states that they did not sign the recorded mortgage documents. The Class Members were not offer a copy of the notarized contract. The Defendants' must be held, responsible if they fail to supply the Borrowers with a true copy of the alleged mortgage contract if the contract was legally prepared. Plaintiffs and Class Members were not notify by mail or any form of delivery concerning the recorded mortgage documents. Reasons behind the truth is that, no one witnessed any notary, or sign any promissory note or agreed to convey their properties over to MERS.

The contract states that if the Borrower gives any misleading or fault information, Borrower shall be in default. Under the contract, this would be consider a breach due to the facts that the Defendants mislead the Plaintiffs and Class Members.

According to the contract, it states that; {Exhibit mortgage instrument B}
Under Transfer of Rights in the Property; (ii) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns.

Some class members, contract will state the same meaning as above, with the following addition;
Under Transfer of Rights in the Property; (ii) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS.

SECOND CAUSE OF ACTION

Aiding and Abetting Mortgage Fraud of Covenant of Good Faith and Fraud as "Theft by Deception" in Identity Theft-Against All Defendants.

Plaintiffs and all Class Members incorporate lines 1 through 1097 herein as though fully set forth at length. Defendants aided and abetted others in connection with the dissemination of Plaintiffs identities. Bring this cause of action of fraud; the record is replete with Defendants and its attorneys committing numerous frauds upon the Court. We the Plaintiffs will show just how this affected our Class Members.

In 2014, one of the Plaintiffs became a victim of a straw-buyer. Whereas, in November she signed a loan Modification alleged contract from Bank of America. The question? She also received a second loan {Please see full details under Plaintiff Bell} one month prior. The same party who claims to witness her signing the modification also witnessed her signing the second loan. The Plaintiff had no known knowledge of any loan she alleged secured from Bank of America. Plaintiff Bell states that the signature was not hers. She never had any interview with any representatives from Bank of America, whose location was in Colorado. Plaintiff Bell also wondered how/why could she receive a loan at the same time she also was approve for a modification.

The evidence and the testimonies of Plaintiffs and their witness specifying frauds remain entirely unrefuted. What was committed during or after closing of their toxic mortgage loan was "identity theft". Whereas, the mortgagee in fact never disclosed to the Plaintiffs and all Class Members that their toxic mortgage bond would be pool into Mortgage Backed-Securities and traded on "Wall Street". This is the primary reason for many of the Class Members who have been informed that their Identity was been misused by someone other themselves.

This has caused many homeowners, some from receiving their income taxes or applying for credit. As the consumer, it hard to prevent "Identity Theft". Once you discover where the source is coming from, as the Plaintiffs and all Class Members have identified, bring forth this complaint as well as with the necessary authorities. {Please Exhibits} Plaintiffs and Class Members must show in order to prove "Beyond a Shadow of Doubt" that the mortgagees/Defendants committed a very serious crime against them, which is fraud. This known, as "Breach of Contract", misuse of mortgagor "Identity", which means "FRAUD". In fact, all evidence and testimony {Affidavits} specifically and conclusively demonstrate how the fraud took place.

Under the **USA PATRIOT Act**, 5 31 U.S.C. 5318(l), Section 111 of the FACT Act defines "identity theft" as:

"A fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation 15 U.S.C. 1681a(q)(3).

Plaintiffs and Class Members are also aware that the investors have been victimiz by the alleged Mortgage Companies for non-disclosure of information concerning the Residential Mortgage Backed-Securities {RMBS}. Whereas, the Securities and Exchange Commission, Department of Justice and Attorney General got involved according to this statement below:

According to this release by Securities and Exchange Commission: *Washington D.C., Aug. 6, 2013* — "The Securities and Exchange Commission today charged Bank of America and two subsidiaries with defrauding investors in an offering of residential mortgage-backed securities (RMBS) by failing to disclose key risks and misrepresenting facts about the underlying mortgages. The SEC alleges that Bank of America failed to tell investors that more than 70 percent of the mortgages backing the offering – called BOAMS 2008-A – originated through the bank's "wholesale" channel of mortgage brokers unaffiliated with Bank of America entities. Bank of America knew that such wholesale channel loans – described by Bank of America's then-CEO as "toxic waste" – presented vastly greater risks of severe delinquencies, early defaults, underwriting defects, and prepayment. These risks all directly impact the returns to RMBS investors, however Bank of America only selectively disclosed the percentage of wholesale channel loans to a limited group of institutional investors. Bank of America never disclosed this material information to all investors and never filed it publicly as required under the federal securities laws."

While Plaintiffs and all the Class Members are the primary parties who are the real victims here, no one is standing up for the Plaintiffs. Therefore, we must stand-up for ourselves. Based on the record, the Court should conclude that this action amounts to nothing less than criminal extortion and attempted grand theft by Defendants against the Plaintiffs and all Class Members. Therefore, we seek from this Honorable Court, relief for violations and punitive damages on behalf of Plaintiffs and all Class Members the Members also seek that this Honorable Court pursuant 18 U.S.C. § 1028.

Office for Victims of Crime, which is a component of the Office of Justice Programs, U.S. Department of Justice states:

"Prior to 1998, crimes that would now be considered identity theft were charged under 'false personation' statutes, which go back to the late 19th century. False personation can be defined as the crime of falsely assuming the identity of another to gain a benefit or avoid an expense. It wasn't until Congress passed the Identity Theft and Assumption Deterrence Act of 1998 that identity theft was officially listed as a federal crime. The act strengthened the criminal laws governing identity theft. Specifically, it amended 18 U.S.C. § 1028 ('Fraud and related activity in connection with identification documents') to make it a federal crime to—knowingly transfer or use, without lawful authority, a means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law, or that constitutes a felony under any applicable State or local law."

{ Also states:

"This act amends 18 U.S.C. § 3663(b) to make it clear that restitution orders for identity theft cases may include an amount equal to the value of the victim's time spent remediating the actual or intended harm of the identity theft or aggravated identity theft. The new law also allows federal courts to prosecute when the criminal and the victim live in the same state. Under previous law, federal courts only had jurisdiction if the thief uses interstate communication to access the victim's PII." Federal Trade Commission, Plaintiff, v. Countrywide Home Loans, Inc. and BAC Home Loans Servicing, LP, Defendants. Subsidiaries of Countrywide Financial Corporation engaged in unlawful mortgage servicing practices. The Commission's complaint alleged that defendants had violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), 1 by marking up fees relating to a number of default related services concerning mortgage loan defaults."

Countrywide saw a need and a way to capitalize off Plaintiffs and Class Members, which has been document by the government as predatory lenders. This homebuyer were discriminated at the closings, by forcing subprime ATL loans on the Class Members. This is one of the main reasons for the company's downfall. The number one primary objective for the failure of Countrywide business collapse was due to fraud against all parties, mortgagors, investors and the government. This was declare inimical to the public welfare, to constitute a public nuisance, and to cause irreparable harm to the public welfare. Here how it works, so there is no misunderstanding and confusion about how our toxic loan became part of this allegedly private organization. In early 2007, the housing market and the securities referencing it were beginning to show signs of distress. Synthetic CDO Squared were design to, and did, result in leveraged exposure to the housing market and therefore magnified losses when the United States housing market experienced a downturn.

First, the loans were rated by Moody's Investor Service see statement below:

"New York, February 12, 2004 -- Moody's Investors Service has assigned a rating of Aaa to the senior certificates issued in the Countrywide Home Loan Trust 2004-SD1 (Countrywide) securitization of seasoned "scratch and dent" residential mortgage loans. (As it applies to mortgage loans, "Scratch and Dent" has come to mean any one or combination of 'defects' stemming from originations made outside a lender's implemented credit guidelines, deficiencies

in loan documentation, errors made in following regulatory compliance laws, irregular payment history or borrower defaults. There may be other reasons but these five categories are usually the most common. As it applies to mortgage loans, "Scratch and Dent" has come to mean any one or combination of 'defects' stemming from originations made outside a lender's implemented credit guidelines, deficiencies in loan documentation, errors made in following regulatory compliance laws, irregular payment history or borrower defaults.) usually the most common. In addition, ratings ranging from Aa2 to Baa2 were assigned to the mezzanine and subordinated classes of certificates issued in the transaction. The ratings are based on the quality of the underlying mortgage loans, subordination, available excess spread, and overcollateralization. Marjan Riggi, a Moody's analyst, noted that the seasoned loans underlying the transaction had either delinquency histories and/or missing loan documentation, or were not in compliance with sellers' underwriting guidelines. Approximately 82% of the loans were current as of the cut-off date, however some loans had been delinquent in the past and had become current by making larger than scheduled payments in the last twelve months.

With an updated weighted average FICO score of 629, and weighted average LTV of 73.4%, the pool is strong "scratch and dent" pool and better than average pools of this kind securitized by Countrywide. Riggi added that given the weighted average seasoning of 35 months and the obligors' payment history, the pool is expected to both have losses occurring earlier and experience lower voluntary pre-payments than newly originated subprime pools. This is because seasoned pools with borrowers who have been seriously delinquent in the past are likely to default earlier than newly originated pools, where delinquency and defaults build up gradually over time. At the same time, loans with delinquency history are harder to refinance which leads to lower voluntary prepayment speeds. The higher excess spread available in the transaction because of lower voluntary prepayments will help cover losses occurring in the first few years which mitigates to some extent the risk of front-loaded losses.

The complete rating actions are as follows:

Issuer: Countrywide Home Loan Trust 2004-SD1

Securities: Asset Backed Certificates, Series 2004-SD1 \$148,068,000 Class A-1, rated Aaa, \$37,017,000 Class A-2, rated Aaa, \$11,365,000 Class M-1, rated Aa2, \$10,824,000 Class M-2, rated A2, \$5,953,000 Class B-1, rated Baa1 and \$3,247,450 Class B-2, rated Baa2, "Countrywide Home Loans Servicing LP, will be the servicer for the loans. Countrywide is considered to be a capable servicer for subprime mortgage loans and loans with delinquency issues.

"These securities were sold in a privately negotiated transactions without registration under the Securities Act of 1933. The issuance has been designed to permit resale under Rule 144A.

Performance of the Scratch and Dent sector in 2010 has shown some stabilization of delinquency levels, as loans delinquent 90 or more days (measured as a percentage of current balance for Moody's-rated Scratch and Dent loans) have remained fairly steady. However, the delinquency levels remain high, typically in the area of 20%, 30%, and 40% for the 2005, 2006, and 2007 vintages, respectively. Loan modifications in these pools may mask otherwise weaker performance, as delinquent loans are reclassified to current upon modification, but we expect to see fairly high re-default rates on these loans. We anticipate that the reported delinquency levels would increase if adjusted for modifications that have reclassified delinquent loans to current.

During the review process, sector-level and deal-specific modification activity as well as re-default rates will be considered.”

During the Plaintiffs and all Class Members research into these alleged RMBS, we now know how the fraud took place and where and how much funds made with these alleged CDOs’ as stated above.

The Securities and Exchange Commission, *Washington D.C., Sept. 19, 2013*. Chase in 2007, CIO created an investment portfolio, the SCP Synthetic Credit Portfolio, which was designed to provide a hedge against adverse credit events. It invested in derivatives that could be expect to generate profit during adverse credit events, such as widespread corporate defaults. The positions in the SCP consisted of credit derivative indices and portions (or “tranches”) of those indices, both of which were constructed to track a collection of credit default swaps (“CDS”) referencing the debt of corporate issuers.

In late 2007, the housing Market Melt Down was on its way to causing our economy to sink into another “Era of Depression” leaving many families homeless and jobless When the Plaintiffs and Class Members, who fall strictly under this cause of action, refinanced their home, African-Americans who purchased a home within a “Redlined” neighborhood, were qualified home-buyers within the State”.

Defendants have engaged in a common business practice and have a policy of improperly inducing Plaintiffs into breaching the terms of their mortgage agreements, according to the RMBS, and caused Plaintiffs and all Class Members to default on these defective toxic mortgage loans. Defendants have engaged in this business practice according to the Master Service Agreement by the Mortgagees.

Based on the research, we realized how and why the mortgagee’s were denying the Plaintiffs and Class Members there request for a modification, and the real reasons for the alleged missed documentations and denying the Class Members permanent modifications. The mortgagee would claim they never received paperwork from the Borrower and would repeatedly request the documents, over and over again. This is why and how, we as the Class Members were forced into foreclosure.

Plaintiffs are entitled to an award of actual monetary damages, according to proof.

Plaintiffs are entitled to an award of exemplary and punitive damages, according to proof.

During 2003- 2010, Plaintiffs and Class Members, who are affected by these defective loan products, due to no recourse of their own, secured an original/re-finance instrument on their properties. They knew something was seriously wrong with the whole ordeal. Plaintiffs and Class members who fall under this **derogatory** loan product such as Pay-Option Adjustable Rate Loan, Adjustable Rate, and Teaser loans were designed to fail. The Defendants were aware that the loans would be rated according to their FICO

Score which means identity. Prior to the loans defaulting, they would become AAA rate CDO
'Collateralized Debt Obligation'.

This shows why "The Fair Debt Collection Practice Act" labels Borrowers as "Unsophisticated Consumer", because this body of government knew well in advance that Plaintiff and Class Members would become victims to trading market predators. {Please see Exhibit B}

Fair Trading Amendment (Unfair Contract Terms) Act 2010 No. 21 of 2010 which states:

"32X Examples of unfair terms: (1) Without limiting section 32W, the following are examples of the kinds of terms of a consumer contract that may be unfair. (c) a term that penalizes, or has the effect of penalizing, one party (but not another party) for a breach or termination of the contract; (h) a term that permits, or has the effect of permitting, one party unilaterally to determine whether the contract has been breached or to interpret its meaning. (h) a term that permits, or has the effect of permitting, one party unilaterally to determine whether the contract has been breached or to interpret its meaning."

For section 32Y(3) of the Principal Act stipulates that:

"(3) The contract continues to bind the parties if it is capable of operating without the unfair term". "(5) A consumer contract is a contract for: (b) a sale or grant of an interest in land to an individual whose acquisition of the goods, services or interest is wholly or predominantly for personal, domestic or household use or consumption (6) In subsection (5)(b), a reference to the sale or grant of an interest in land is a reference to the sale or grant of an interest in land in trade or commerce." (Note: No. 4 is intentionally omitted).

18 U.S. Code § 1341 - Frauds and swindles

"Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or **fraudulent** pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any ...

This loan known based on the representations concerning the purported quality of the underlying mortgages pooled in the Issuing Trusts set forth in the Registration Statements and Prospectus Supplements. The Rating Agencies assigned investment grade ratings on all tranches of the Certificates. The highest investment rating used by the Rating Agencies is AAA, which signifies the highest investment grade and suggests that there is a very low risk of investment loss or credit risk associated with the security. Ratings of "AA," "A" and "BBB" represent very high credit quality, high credit quality, and good credit quality, respectively. There are various intermediate ratings between BBB and AAA. Anything rated lower than BBB is considered speculative or "junk," i.e., not investment grade.

How did this effect the Plaintiffs and Class Members? First, this is invasion of Plaintiffs privacy, when the originator of the loan and MERS decided without any regards to the Plaintiffs and all Class Members.

Defendants never contacted Plaintiffs or any of the Class Members seeking their permission for the use of their identities under this signed instrument. This is how many people fall victim to identity theft. They are unaware of this until it time to file their taxes or unemployment benefits. They have no idea who it is. When your information, is use widely by so many possible suspects, the Borrowers cannot get the benefits they worked so hard for because of misuse of their identity. Plaintiffs' and Class Members also seek from this Court pure justice when deciding their faith of this unjust and unconstitutional act.

"According to the Department of Justices on 08/14/2014." along with the States of California, Delaware, Illinois, Maryland, and New York, conducted Investigations of the packaging, origination, marketing, sale, structuring, arrangement, and issuance of residential mortgage-backed securities ("RMBS") and collateralized debt obligations ("CDOs") by Bank of America; Countrywide Financial Corp., Countrywide Home Loans, Inc., and Countrywide Securities Corp., as well as their current and former subsidiaries and affiliates. Merrill Lynch Bank & Trust Company. Based on these investigations, the United States believes that there are potential legal claims by the United States for violations of federal laws. Such as 18 U.S. Code § 1345 – Injunctions against fraud and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, et seq.; {Please see Exhibit C}

Plaintiffs are aware that the government has started investigating all the Defendants securities and how they defraud their investors as well as the government. {See Exhibit D}

Here how it works, so there is no misunderstanding and confusion about how Plaintiffs and all Class Members loan became part of this allegedly private organization: In addition, the issuing entity and supplemental interest trust will own three interest rate corridor contracts and an interest rate swap agreement, respectively, purchased for the benefit of the offered certificates. These certificates offer by this prospectus supplement, will be purchase by Merrill Lynch, Pierce, Fenner & Smith Incorporate, as underwriter from Merrill Lynch Mortgage Investors, Inc., as depositor. Are being offer by the underwriter from time to time for sale to the public in negotiate transactions or otherwise at varying prices to be determine at the time of sale originate or acquired the mortgage loans and will sell the mortgage loans to the depositor.

First Step: "RMBS 'Residential Mortgage-Backed Security (RMBS)'

"A type of mortgage-backed debt obligation whose cash flows come from residential debt, such as mortgages, home-equity loans and subprime mortgages. A residential mortgage-backed security is comprised of a pool of mortgage loans created by banks and other financial institutions. The cash flows from each of the pooled mortgages is packaged by a special purpose entity into classes and tranches, which then issues securities and can be purchased by investors".

Plaintiffs and all Class Members loans were pool and package into these Securities and labeled as RMBS. Afterwards they were classify according to their FICO score and placed into these tranches. What are 'Tranches'?

Breaking down 'Tranches':

"Tranche is a term often used to describe a specific class of bonds within an offering wherein each tranche offers varying degrees of risk to the investor. For example, a CMO offering a partitioned MBS portfolio might have mortgages (tranches) that have one-year, two- year, five-year and 20-year maturities. It can also refer to segments that are offered domestically and internationally".

Based on the representations concerning the purported quality of the underlying mortgages pooled in the Issuing Trusts set forth in the Registration Statements and Prospectus Supplements, the Rating Agencies assigned investment grade ratings on all tranches of the Certificates. The highest investment rating used by the Rating Agencies is AAA, which signifies the highest investment grade and suggests that there is a very low risk of investment loss or credit risk associated with the security. Ratings of "AA," "A" and "BBB" represent very high credit quality, high credit quality, and good credit quality, respectively. There are various intermediate ratings between BBB and AAA. Anything rated lower than BBB is considered speculative or "junk," i.e., not investment grade.

Collateralized Mortgage Obligation –

" CMO'A type of mortgage-backed security in which principal repayment are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile".

Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgage investment (called a tranche)".

Once again, Plaintiffs and Class Members believe that Defendants attorney-in-fact will use a statement such as Plaintiffs complaint has no Potential Basis for Liability, that the pooling and securitization of their loans and raises no potential grounds on which Defendants could even be liable for identity theft.

THIRD CAUSE OF ACTION

Aiding and Abetting the **Invasion of Privacy**-Against All Defendants.

Plaintiffs and all Class Members incorporate lines 1 through 1398 herein as though fully set forth at length, and bring forth this action against the Defendants for violating "Privacy Act" which in fact plays a major role in stealing another person identity. Once a predator is able to sustain private information from Plaintiffs and Class Members credit file, it invades our privacy. Plaintiffs and Class Members believe Defendants attorney-in-fact will state that "Privacy Act of 1974, private right of action against only federal agency that improperly disclosed information. Plaintiffs and Class Members believe that the Defendants attorney-in-fact would not be able to show any cause of action against the Plaintiffs and Class Members or bring forth a proper defense against the Class.

5 U.S.C. § 552a(g)(4)(A) states:

"However, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Court in *Doe v. Chao* resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), *aff'd* 306 F.3d 170 (4th Cir. 2002). In *Doe*, the Supreme Court was petitioned to review a decision by the Court of Appeals for the Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79. One district court has applied the doctrine of mitigation to certain Privacy Act claims, holding that "an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure." *Beaven v. DOJ*, No. 03-84, 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that "plaintiffs' out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm were caused by the instant Privacy Act violation"), *aff'd* in part, *rev'd* in part & remanded, on other grounds, 622 F. 3d 540 (6th Cir. 2010)".

Defendants also violates Gramm-Leach-Bliley Act 15 U.S. Code § 6801 - Protection of nonpublic personal information which states:

"PRIVACY OBLIGATION POLICY: is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers' nonpublic personal information.

"(b) FINANCIAL INSTITUTIONS SAFEGUARDS In furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction relating to administrative, technical, and physical safeguards—**(1)** to insure the security and confidentiality of customer records and information; **(2)** to protect against any anticipated threats or hazards to the security or integrity of such records; and **(3)** to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer."

15 U.S. Code § 6801 - Protection of nonpublic personal information

“(a) **NOTICE REQUIREMENTS.** Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title.”

If Defendants, like most financial institutions, have a proprietary right to keep its business records private, the Consumer also has that same “RIGHT”. Therefore, without a “Shadow of Doubt,” the Plaintiff has shown proper cause of action relating to the statutes of the land and how the Defendants brought harm to the Plaintiffs and all Class Members.

The US Patriot Act which also states;

§ __.90(b)(9) **Red Flag.** The proposed regulations defined “Red Flag” as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a “possible risk” of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft.

Therefore, the Plaintiffs and all Class Members identity was stolen and exchanged for Gold, Silver and Currency which means money laundering under 18 U.S.C. § 1964(c) of the Racketeer Influenced and Corrupt Organization Act (RICO) which states:

“The RICO statute provides that it shall be unlawful for any person employ by or associate with any enterprise engaged in, or the activities which affects, interstate or, foreign commerce, to conduct or participate, directly or indirectly, in conduct of such enterprise’s affairs through a pattern of racketeering activity or collection of unlawful debt” 18 U.S.C. § 1962(c)”

Note:

“The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the “prime rate” of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities”.

After the Defendants completed the transactions on Plaintiffs loans, proceeds from the sale/exchange were wire into Defendants Bank account. As well as funds that were accepted from the Plaintiffs, which violates 18 U.S.C. Code § 1343 - Fraud by wire, radio, or television which states:

“Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned

not more than 20 years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency.”

Accordingly, Plaintiffs and class Members, seek to recover compensatory damages resulting from Defendant's “inducement of breach of mortgage agreement and fraud that is associated with the breach of mortgage agreement. As well as, restitution in the amount of fees and interest, and related penalties that Defendants have collected and retained a result of their unlawful, unfair, and fraudulent business practices. Plaintiffs also seek injunctive relief to prevent Defendants from continuing to engage in unlawful, unfair, and fraudulent practices described herein.

Plaintiffs are entitled to an award of actual monetary damages, according to proof.

Plaintiffs are also entitled to an award of exemplary and punitive damages, according to proof.

CONCLUSION

Plaintiffs and Class Members once again plead with this Honorable Court for a fair and equal justice and demanding a fair summary judgment or allowing Plaintiffs a jury trial to determine that this Class Action be given their full “Civil Rights”.

WHEEREFORE, Plaintiffs pray for judgment against Defendants and each of them as follows:

- Damages of more than 10 Million Dollars under the two causes of action in the complaint;
- Punitive damages according to proof under the two causes of action in the complaint;
- Costs of suit herein incurred;
- For such other and further relief as this Court deems just and proper.

THE PARTIES

Defendants:

1. WHEREAS, pursuant to an Agreement and Plan of Merger, dated as of January 11, 2008, between Countrywide Financial Corporation (the ultimate parent of Countrywide and CWB), Bank of America Corporation ("BAC") (the ultimate parent of BANA), and Red Oak Merger Corporation (a wholly-owned subsidiary of BAC), Countrywide Financial Corporation was merged into Red Oak Merger Corporation. Subsequent changes were made in organizational structure, such that CWB was merged into BANA, and CHLS, LP became an indirect subsidiary of BANA and was renamed BAC Home Loan Servicing, L.P.;

2. Defendant, Mortgage Electronic Registration Systems/ Merscorp Holding Inc., MERSCORP, Inc. provides a system to streamline the mortgage process by using electronic commerce. It offers MERS System that acts as nominee in the county land records for the lender and servicer, and provides a way to originate, sell, and track mortgage ownerships and servicing. The company's MERS system provides MERS as original mortgagee (MOM), a solution that provides standard security instruments for lenders to close loans; MERS by Assignment (non-MOM loans), which enables lenders to assign loans into MERS if the loan has already been closed in the lender's name; and MERS iRegistration that provides companies with the fraud and loan tracking benefits of a MERS System registration by reg...

3. JPMorgan, a Delaware corporation headquartered in New York, New York, is a global banking and financial services firm whose common stock is registered with the Commission under Section 12(b) of the Exchange Act and traded on The New York Stock Exchange under the symbol "JPM. MORGAN STANLEY ABS CAPITAL I INC., Depositor, J.P. MORGAN ACCEPTANCE CORPORATION I (as depositor under the Pooling and Servicing Agreement, relating to the J.P. Morgan Alternative Loan Trust 2006-A5, Mortgage Pass-Through Certificates, Series 2006-A5).

4. DEUTSCHE BANK NATIONAL TRUST COMPANY Deutsche Bank National Trust Co, the Deutsche Bank unit that acts as trustee for thousands of trusts that invested in mortgage-backed securities. The U.S. Trustees' Office 60 Wall Street New York, New York 10005. Acting as national trust as Trustee for POOLING AND SERVICING AGREEMENT MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-HE6 Local address 222 S Riverside Plaza, Chicago, IL 60606.

5. Bank New York Mellon; BNY Mellon is an investments company. We provide investment management and investment services that help individuals and institutions to invest, conduct business and transact in markets all over the world. OUR CREDIT RATINGS* STRONG ACROSS AGENCIES AND CATEGORIES Supporting all that we do in investment management and investment services are credit ratings that are among the highest in the financial services industry. BNY Mellon has consistently received high ratings from all four major credit rating agencies and for key credit categories.7 CREDIT CATEGORY Long-term deposits Long-term senior debt Short-term deposits Outlook DBRS AA, AA R-1 (high) Stable (long-term/ short-term) FITCH AA+ AA F1+ Stable MOODY'S Aa1 Aa2 P1 Stable S&P AA- AA- A-1+ Stable. 225 Liberty Street New York, NY 10286.

6. U.S. Bank Trust National Association, a national banking association organized and existing under the laws of the United States Corporation headquartered located at 100 Wall Street, 16th Fl. New York, NY 10005.

7. Quicken Loans Inc., an association organized and existing under the laws of the United States 1050 Woodward Avenue, Detroit, MI 48226-1906. It is the nation's second largest retail home mortgage lender and largest FHA lender.

8. Wells Fargo and Company, 420 Montgomery St., San Francisco CA. A corporation organized under the laws of Delaware and a financial holding company and a bank holding company registered under the Bank Holding Company. Its principal business is to act as a holding company for its subsidiaries.

9. EMC Mortgage Corporation is now a part of JPMorgan Chase, one of the largest financial services companies in the United States. Founded in 1990 by Bear Stearns, EMC used to serve as a residential mortgage banking company, with headquarters at Lewisville and other locations in Irving, both in Texas. Who currently during business at 2780 Lake Vista Drive Lewisville, TX 75067.

10. Ditech Financial LLC a/k/a Green Tree Financial Corporation Who currently during business at 345 Saint Peter St STE 600, Saint Paul, MN 55102 with its **Headquarters** 100 Virginia Drive Fort Washington, Pennsylvania 19034

11. Citigroup Inc Corporate Office Who currently during business at **399 Park Ave.** New York, NY 10043 On Monday, July 14, 2014 "The Justice Department, along with federal and state partners, today announced a \$7 billion settlement with Citigroup Inc. to resolve federal and state civil claims related to Citigroup's conduct in the packaging, securitization, marketing, sale and issuance of residential mortgage-

Dated:

By: Plaintiffs

All rights reserved without prejudice

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Georgia Anderson

GEORGIA ANDERSON,

as individual, pro se

HOMEOWNERS

THIS VERY IMPORTANT INFORMATION CONCERNING YOUR RIGHTS

CLASS ACTION

LAWSUIT

On June 7, 2016 a class action lawsuit was filed on behalf of the State of Illinois within United State District Court for the Northern District of Illinois Eastern Division as case No. 16-cv-

THEFT BY DECEPTION
As in
IDENTITY THEFT
DEFECTIVE TOXIC MORTGAGE BONDS
{The true name}
BEACH OF CONTRACT
INVASION OF PRIVACY

Against Countrywide Home Loans aka BAC Home Loans, aka Bank of America, JP Morgan chase, Wells Fargo N.A., HSBC Bank USA, US Bank N.A., Bank New York Mellon N.A., Quicken Loans, Green Tree Mortgage aka Ditech Financial LLC, Citigroup Inc., Nomura Asset Acceptance Corp. MERS and EMC Mortgage LLC.

All homeowners who have or had close on their Defective mortgage transaction during this time period 2003-2012 will be affected by this suit. We are asking for your support in order to assure that every homeowners receive what is rightful theirs, in order to achieve this we need your support.

You don't have to be in default or facing any foreclosure to declare you are a victim, once you left the closing of your loan, a notary came in to claim they witness your signature. You never received a notarized copy of your mortgage contract most homeowners don't know they loans were notarize.

This was the beginning of the **"REAL FRAUD"**. When they stole your name and personal information securitized pool it into **"Mortgage-Backed Securities"** and sold it on Wall Street without your permission this is known as identity theft.

THE CLASS MEMBERS WELCOME YOU TO FOLLOW THE CASE.

Exhibit A

AFFIDAVIT

Brother

Exhibit (P2)

AFFIDAVIT

My sister had been sick for years, suffering with complications from Diabetes. She had the front of her foot amputated & then, to make matters worse, she had to go on Dialysis, due to Kidney failure. I had been living in Atlanta but came back home to be closer to my sister & assist her with the struggles that she was going through. She gave me Power of Attorney to handle the foreclosure that she was going through. Not being an Attorney, I did the best that I could to help her. Sonya Davis was appointed by my sister to represent her to Bank of America, as her Federal Housing Counselor. Sonja Davis was in touch with the C.E.O's office & Mr. Steve Malone from Bank of America. She was sitting in my sisters room on the phone & letting them know that, they had committed an illegal foreclosure & that the Judge on the Confirmation of Sale was NOT the Judge who was involved in the case at ANY time & they stamped the wrong Judge on the document. They were about to settle the situation but when I filed an Appeal on the bogus confirmation of Sale, they withdrew, saying that they wanted to wait & see, what The Appellate Court Decision was. I only filed the case because when my sister received the confirmation of sale, instead of the continued Court date, that she was waiting on, she freaked all the way out. My personal observation is that, when she received this document, she became so worried, that it accelerated her health issues to a new level. She was constantly going back & forth to The Emergency Room etc. until she just couldn't take it anymore, & just gave up. She made arrangements with The Funeral Home for Cremation, withdrew from Dialysis & left.

Respectfully Submitted

Subscribed and sworn to before me

Mack A. Glover (Brother)

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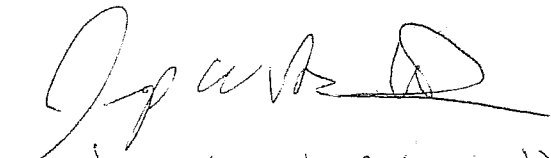
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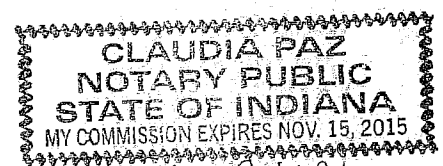
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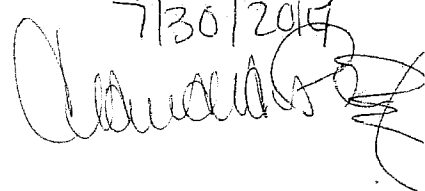
Son

Exhibit D3,

I, Joseph Adams IV, believe that my mother's actions and habits started to change when she heard that the house was in foreclosure. Since she was disabled she didn't have any way to earn any income to get out of the situation. I would help her with her finances but it wasn't enough to pull her out of foreclosure. She was already dealing with her own health issues and it made her hypertension worst out of fear of losing her home. She became depressed and most times lost sleep staying up at night worrying. I did my best to keep her at ease by talking to her and assuring her that everything would be ok. In her last days, all she could think about was the house. She just wanted some assurance that everything would go well in the long run.


Joseph W. Adams IV



LAKE COUNTY
7/30/2017


Attn: Fraud Dept. Chase Bank USA, Chase Bank USA, National Association 201 North Walnut Street Wilmington, DE 19801	Attn: Fraud Dept. JPMorgan Chase & Co 270 Park Avenue, New York City, New York 10017
White House 1600 Pennsylvania Ave. NW Washington D.C. 20219 SEC, Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990.	Attn.; Dispute Dept. MERSCORP Holdings, Inc. 1818 Library St. Suite 300 Reston, VA 20190
The Office of the Comptroller of the Currency 383 Madison Avenue 400 7 th Street, SW Washington, D.C. 20219	U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17th Street, Suite 3200 Arlington VA 22209
RE: MARRISSA GRANT 741 East 92 nd St. Chicago, IL 60619 Min:	Illinois Attorney General Consumer Fraud Bureau 500 South Second Street Springfield, IL 62706

Dear CEO and President(s)

Ms. MARRISSA GRANT {hereinafter **"BORROWERS"**} this is an amendment to my Affidavit of Commerce. Please look very careful, because this also effect JP Morgan Chase, I submit this sworn affidavit under oath within Cook County in the State of Illinois in order to exercise my "Due Process" understanding that this testimony is not a request to validate my debt. But to state how this unlawful mortgage transaction has injured and continues to cause injury to me both personally, emotionally and financially. By demanding is to declare how/why I was victimized by the alleged parties associated with my loan transaction from the beginning of the process to foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An unrebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse however when researching the law there is no excuse.

Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful mortgage transaction has injured and continues to cause injury to me and my family. Below is the Definition of an affidavit so there is no confusion or misunderstanding please take note:

*{An affidavit ((/æfi'derɪvɪt/ A-fə-**DAY**-vət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.)*

This affidavit is about "Due Process" and demand to reclaim my **IDENTITY** and for the original "**PROMISSORY NOTE**" and a right to bring forth proper cause of action in order to rescind the loan Pursuant to **Regulation Z, 12 C.F.R. § 226.23**. Also under the "**UNIFORM COMMERCIAL CODE**", **THE US PATRIOT ACT 5 31 U.S.C. § 5318 (1)**", "**MORTGAGE FRAUD**" "**BREACH OF CONTRACT**", "**Discrimination**", "**The Information of Freedom Act 5 U.S.C. § 552**", **18 U.S. Code § 1012 DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federal codes violations that enables **BORROWERS** to claim our rights to give "**NOTICE OF RESCISSION**".

On 05/18/2007 BORROWER secured a Mortgage Instrument with Chase Bank USA NA. on my property located 741 East 92nd St. Within Cook County state of Illinois. In 2009 BORROWER defaulted on said loan due to a reduction of income and decrease of monthly expenses. The loan was transferred to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, Monroe, LA 71203 (866)756-8747 on 12/23/2011, who filed foreclosure on BORROWER in 2012 as case number 12 CH 22499 in the Circuit Court of Cook County Chancery Division, Illinois.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2] Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. - . . . assignment."

Sec. (vi)

if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "*Intervening Assignment*"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines

Understanding what really happen to my name the day of closing and how so many unknown person/people has invaded my privacy, after reading this information from the Department of Justices this is unconstitutional.

It all starts with the contract and explains how as the **BORROWER**, I was victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how I was affected. Therefore, we must include specifics about the words I'm using herein. It's all in the agreement, as follows:

Contracts

"Are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party."

There is a fatally defective legal bona fide controversy about our mortgage contract. The pervasive misrepresentations of the **BORROWER'S** loan which falls within the asset backed securities. Accordingly to my alleged mortgage contract there's nothing stating about mortgage backed securities or any pass-through certificates. Therefore, a breach of contract has occurred. According to "Department of Justice" and the common law theories clearly states of negligence, gross negligence, indemnification, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing; which makes this contract null and voided. Please take note due to the facts that many sections of the mortgage contract whether in part or whole was breached I cannot list them all.

Breach of Mortgage Contract in part:

Under Transfer of Rights in the Property; (ii) the performance of Borrower's covenants And agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS,

Recorded assignment of mortgage, the Sec as well as the mortgage contract states that MERS identifying number 1000634-1541003030-0 for the original loan 8030010223 is solely the nominee for JPMORGAN CHASE BANK, NATIONAL ASSOCIATION. There is no contract or other agreement signed by me in the record that gave JPMORGAN CHASE BANK, NATIONAL ASSOCIATION the right to subrogation my contract or agreement or to allow another entity the rights of subrogation to any agreement signed by me.

This is where it all began, no one ever informed the **BORROWER** about MERS at the closing. As far as the **BORROWER**, she believed the only entity was the lender who was funding the loan. This explains the statement below concerning another part of the breach of my contract.

That falls under Section 20. Sale of the Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer")

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both.

This is also a part of discrimination when Chase attorney(s) in fact failed to allow the full 30-days prior to filing the 2012 foreclosure. Giving the **BORROWER** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act, {FDCPA} as codified in 15 USC § 1692". Even if Chase attorney in fact submit such notice the **BORROWER** wasn't aware of the terminology "Dispute the Debt" which makes me an unsophisticated borrower. Rather, a debt collector violates the statute whenever its communications tend to deceive or mislead "Unsophisticated Consumer", whom the FDCPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

[15 USC 1692g} states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.* BORROWER acquired prima facie evidence of rescinded contract in January of 2010 filed in the Cook County Record of Deeds On 04/19/2010 pages 1-9 Document # 1010957131 which contains the following un rebutted affidavits:

1. Affidavit of No Consideration
2. Affidavit of Revocation of Power of Attorney, Recission of Signature
3. Affidavit of Notice of Cancellation of Security Agreement
4. Affidavit of Dishonor, Acceptance, Agreement and Accord

As the **BORROWER** I never had the opportunity to exercise my "Due Process" under the 14th Amendment of the United State Constitution for America. Prior to the filing of the foreclosure BORROWER was unsuccessful in seeking a modification. During the time period while my loan was in foreclosure I was continually refused an affordable modification. During the course of my research I discovered the new reasons for the default and violations. As a Borrower under these trade lines I have just as much rights as any other person, or corporation to be able to define my legal rights under the United State Constitution. The investors weren't the only parties that was fraudulently misused, investors shouldn't be the only ones who are entitled to defend and demand restitutions for their actions.

Washington, D.C., June 21, 2011 – The Securities and Exchange Commission today announced that J.P. Morgan Securities LLC will pay \$153.6 million to settle SEC charges that it misled investors in a complex mortgage securities transaction just as the housing market was starting to plummet. Under the settlement, harmed investors will receive all of their money back. In settling the SEC's fraud charges against the firm, J.P. Morgan also agreed to improve the way it reviews and approves mortgage securities transactions.

The SEC alleges that J.P. Morgan structured and marketed a synthetic collateralized debt obligation (CDO) without informing investors that a hedge fund helped select the assets in the CDO portfolio and had a short position in more than half of those assets. As a result, the hedge fund was poised to benefit if the CDO assets it was selecting for the portfolio defaulted.

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that the BORROWER'S mortgage would be pooled and

sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(l)**,

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

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violations of federal laws. Such as 18 U.S. Code § 1345 - Injunctions against fraud and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, et seq.;

Here's how it works so there's no misunderstanding and confusion about how my toxic loan became part of this allegedly private organization: in early 2007 when the housing market and the securities referencing it were beginning to show signs of distress. Synthetic CDO Squared were designed to, and did, result in leveraged exposure to the housing market and therefore magnified losses when the United States housing market experienced a downturn.

BREAKING DOWN 'Collateralized Debt Obligation Squared - CDO-Squared'

"This is identical to a CDO except for the assets securing the obligation. Unlike the CDO, which is backed by a pool of bonds, loans and other credit instruments; CDO-squared arrangements are backed by CDO tranches. CDO-squared allows the banks to resell the credit risk that they have taken in CDOs."

In addition, the issuing entity and supplemental interest trust will own three interest rate corridor contracts and an interest rate swap agreement, respectively, purchased for the benefit of the offered certificates. The certificates offered by this prospectus supplement will be purchased by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as underwriter, from Merrill Lynch Mortgage Investors, Inc., as depositor, and are being offered by the underwriter from time to time for sale to the public in negotiated transactions or otherwise at varying prices to be determined at the time of sale originated or acquired the mortgage loans and will sell the mortgage loans to the depositor.

First Step: "RMBS 'Residential Mortgage-Backed Security (RMBS)'

A type of mortgage-backed debt obligation whose cash flows come from residential debt, such as mortgages, home-equity loans and subprime mortgages. A residential mortgage-backed security is comprised of a pool of mortgage loans created by banks and other financial institutions. The cash flows from each of the pooled mortgages is packaged by a special purpose entity into classes and tranches, which then issues securities and can be purchased by investors".

My loan was pooled and packaged into these Securities and label as RMBS afterward was classed according to my FICO score and then place into these tranches, what is "Tranches

Breaking down 'Tranches':

"Tranche is a term often used to describe a specific class of bonds within an

offering wherein each tranche offers varying degrees of risk to the investor. For example, a CMO offering a partitioned MBS portfolio might have mortgages (tranches) that have one-year, two- year, five-year and 20-year maturities. It can also refer to segments that are offered domestically and internationally”.

Collateralized Mortgage Obligation –

“ CMO'A type of mortgage-backed security in which principal repayment are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile. Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche)”.

Under this sworn affidavit I set forth this cause of action, of how and why “The Fair Debt Collection Practice Act” label Borrowers as “Unsophisticated Consumer”, because this body of government knew well in advance that I would become victims to the trading market predators. This affidavit applies to all parties involved in this transaction.

§ __.90(b)(9) **Red Flag.** The proposed regulations defined “Red Flag” as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a “possible risk” of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft.

containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

How can I as a Homeowner receive equal justices when the bank refuses to uphold their own policies such as their code of ethics.

CODE OF ETHICS JPMORGAN ASSET MANAGEMENT

“Has access to nonpublic information regarding any clients purchase or sale of securities, or nonpublic information regarding the portfolio holdings of any registered fund advised or sub-advised by JPMAM; or Is involved in making securities recommendations to clients, including Funds, or who has access to such recommendations that are nonpublic.”

As you can clearly understand the purpose of this affidavit as stated above how I can truly say that my contract is defective as well as toxic. And JP Morgan Chase abused their position with the government and violated Federal Laws and Regulations according to the statement below.

16 Am Jur 2d, Sec 177 late 2d, Sec 256:

“The general misconception is that any statute passed by legislators bearing the appearance of law constitutes the law of the land. The U.S. Constitution is the supreme law of the land, and any statute, to be

valid, must be in agreement. It is impossible for both the Constitution and a law violating it to be valid; one must prevail. This is succinctly stated as follows:

Any unconstitutional act of an official will at least be a violation of the oath of that official to execute the duties of his office, and therefore grounds for his removal from office. No official immunity or privileges of rank or position survive the commission of unlawful acts. If it violates the rights of individuals, it is also likely to be a crime, and the militia duty obligates anyone aware of such a violation to investigate it, gather evidence for a prosecution, make an arrest, and if necessary, seek an indictment from a grand jury, and if one is obtained, prosecute the offender in a court of law."

Which also affects "Privacy obligation policy:

"is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers' nonpublic personal information.

(b) FINANCIAL INSTITUTIONS SAFEGUARDS In furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction

confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer." 15 U.S.

Code § 6801 - Protection of nonpublic personal information

"(a) NOTICE REQUIREMENTS

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title."

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; *Skilling v. United States*, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the Borrower.

The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for

organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense.

The **BORROWERS** are demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to the **BORROWERS** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

As you can clearly understand the purpose of this affidavit as stated above how I can truly say that my contract is defective as well as toxic. And JP Morgan Chase abused their position with the government and violated Federal Laws and Regulations according the statement below.

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Any unconstitutional act of an official will at least be a violation of the oath of that official to execute the duties of his office, and therefore grounds for his removal from office. No official immunity or privileges of rank or position survive the commission of unlawful acts. If it violates the rights of individuals, it is also likely to be a crime, and the militia duty obligates anyone aware of such a violation to investigate it, gather evidence for a prosecution, make an arrest, and if necessary, seek an indictment from a grand jury, and if one is obtained, prosecute the offender in a court of law."

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Another form of fraud that's associated with this transaction **18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions**

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract— Shall be fined under this title or imprisoned not more than one year, or both."

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False personation can

" be defined as "the crime of falsely assuming the identity of another to gain a benefit or avoid

an expense. "It wasn't until Congress passed the Identity Theft and Assumption Deterrence Act of 1998 that identity theft was officially listed as a federal crime. The act strengthened the criminal laws governing identity theft. Specifically, it amended 18 U.S.C. § 1028 ("Fraud and related activity in connection with identification documents") to make it a federal crime to—knowingly transfer or use, without lawful authority,

means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law, or that constitutes The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. a felony under any applicable State or local law"

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.* The **BORROWERS** are demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to the **BORROWERS** follow-by a full refund of all monies that is associated with this loan and a FREE and

CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor

The **BORROWERS** is seeking in return a clear reconveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact

Your, Truly

Borrowers

All Rights Reserved, Without Prejudice UCC 1-308"

Marissa Latrisc - Family of Grant
IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

This 24th day of May, 2016. (Seal)

STATE OF ILLIONS)

) ss.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said Cook County, in the State of Illinois Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the affidavit.

Natasha L. Harvey

Notary



The Real Fresh Start

926 West 174th St.
Hazel Crest, IL 60429
708-362-3687
davisandwoodruffmi@yahoo.com

AFFIDAVIT of COMMERCE

09/26/2015

Bayview Loan Servicing LLC
Attn: Mr. David Ertel Chief Executive Officer,
4425 Ponce De Leon
Coral Gables, FL. 33146

Attn: Gary G. Lynch is vice chairman
Bank of America N.A.
100 North Tryon Street.
Charlotte, NC 28255

Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave.
Washington D.C. 20530-0001

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

U.S. Department of Housing and Urban Development
451 7th Street S.W., *Housing Discrimination Complaint*
Lewisville, TX 75067

RE: STEVEN SEGURA
1643 S. Millard Ave.
Chicago, IL 606

MERSCORP Holdings, Inc.
1818 Library St. Suite 300
Reston, VA 20190

MIN: 1000312-0500737656-5

The Office of the Comptroller of the Currency
400 7th Street, SW
Washington, D.C. 20219

Orig. Loan: 0612502121
Acct: 622475

Dear CEO and President(s)

Mr. STEVEN SEGURA {hereinafter "**BORROWER**" } has engaged Sonya Davis as his official Housing Counselor to submitting this affidavit in order to exercise his "**DUE PROCESS**" and demanding the original "**PROMISSORY NOTE**" under the "**UNIFORM COMMERCIAL CODE**" **THE US PATRIOT ACT, MORTGAGE FRAUD, WRONGFUL FORECLOSURE, BREACH of CONTRACT and REGULATION Z, 12 C.F.R. § 226.23**, to be presented. It's all about the alleged "**PROMISSORY NOTE**" which the **BORROWER** never signed during the closing of her primary loan on 04/16/2006.

The **BORROWER**, alleged contracts never stated that he promise to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged mortgage. Since the alleged mortgage contract was date on 04/2006 it wasn't attached to the "**Promissory Note**".

BORROWER, defaulted on his loan due to hardship of lost income an increase of his expenses, he made several unsuccessful attempts to Bayview Loan Servicing LLC (Bayview) in order to workout some form of resolution who was the current server. When that failed BAC Home Loans a/k/a Bank of America filed foreclosure on 04/16/2010.

The **BORROWER** never had the opportunity to exercise his "Due Process" under the 14th Amendment of the United State Constitution. Whereas Wells violated his "**CIVIL RIGHTS**" and discriminating him. In order to declare discrimination, we must first understand the true meaning of how discrimination violates a person/homeowner/borrower civil rights. So there cannot be no misunderstanding.

which violated the 42 U.S.C. § 3605 : US Code - Section 3605: Discrimination in residential real estate-related transactions **CIVIL RIGHTS ACT of 1968 which states:**

(a) In general It shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, sex, handicap, familial status, or national origin. (b) "Residential real estate-related transaction" defined As used in this section, the term "residential real estate- related transaction" means any of the following: (1) The making or purchasing of loans or providing other financial assistance - (A) for purchasing, constructing, improving, repairing, or maintaining a dwelling; or (B) secured by residential real estate. (2) The selling, brokering, or appraising of residential real property. (c) Appraisal exemption Nothing in this subchapter prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, national origin, sex, handicap, or familial status.

United Nations Universal Declaration of Human Rights 1948 which states:

Article 2 14 Everyone is entitled to all the rights and freedoms set forth in this Declaration, without 15 distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether it be independent, trust, non-self-governing or under any other limitation of sovereignty.

Civil Rights Act of 1871 (Act),1 also known as the Ku Klux Klan Act which state:.

The Court imposed an extra-textual animus requirement on the test for a § 1985(3) cause of action, explaining: The constitutional shoals that would lie in the path of interpreting § 1985(3) as a general federal tort law can be avoided by giving full effect to the congressional purpose — by requiring, as an element of the cause of action, the kind of invidiously discriminatory motivation stressed by the sponsors

of the limiting amendment. The language requiring intent to deprive of equal protection, or equal privileges and immunities, means that there must be some racial, or perhaps otherwise class-based, invidiously discriminatory animus behind the conspirators' action. The conspiracy, in other words, must aim at a deprivation of the equal enjoyment of rights secured by the law to all.

This is also a part of discriminating when BAC failed to allow the full 30-days prior to the filing of the 2010 foreclosure for **BORROWER** to dispute the debt within 30-days which also violate "**The Fair Debt Collection Practices Act, as codified in 15 USC §1692**", Even if BAC attorney in fact submit such notice the **BORROWER** was unaware of the meaning of the terminology "Dispute the Debt" which make the **BORROWER** an unsophisticated borrower. Rather, a debt collector violates the statute whenever its communications tend to deceive or mislead "unsophisticated consumers," whom the FDCPA was enacted to protect. The fact still remains the same under the § 809. Validation of debts [15 USC 1692g] which states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

The **BORROWER** never had the opportunity to exercise his rights under the FDCPA. BAC violations under FDCPA is tasteless and harmful to the **BORROWER**.

Upon filing foreclosure action against the **BORROWER** BAC provided to the Court illegal notice of ownership of said loan, either by producing the original a invalid "Assignment of Mortgage" that was prepare by a robo origination known as CT Lien Solution in Glendale CA. in order to declare legal standing.

Since there never was a valid Assignment of the Mortgage to BAC therefore attempting to collect a debt. This violated the Fair Debt Collection Practices Act by: (i) failing to give validation notice; (ii) making misrepresentations about the terms of the alleged debt; (iii) making a false threat to initiate legal action; give required validation notice; (ii) making a false threat to initiate legal action.

Therefore neither party had legal standing to initiate foreclosure on the above property that make the assignment defective.

According to the alleged mortgage contract Mortgage Electronic Registration System Inc. {MERS} was the nominee according to Black Law states:

(Black's Law Dictionary 1076 [8th ed 2004]). "This definition suggests that a nominee possesses few or no legally enforceable rights beyond those of a principal whom the nominee serves." (Landmark National Bank v

Kesler, 289 Kan 528, 538 [2009]). The Supreme Court of Kansas, in Landmark National Bank, 289 Kan at 539, observed that: The legal status of a nominee, then, depends on the context of the relationship of the nominee to its principal. Therefore MERS according to the Assignment of Mortgage was the mortgagee and holder of the note. According to these facts the BORROWER has the "RIGHTS" to Pursuant Regulation Z, 12 C.F.R. § 226.23. **"NOTICE of RESCISSION"** to return all monies paid and to take action necessary and appropriate to terminate the security interest.

BORROWER demanding under UCC U.C.C. § 3-414(1). that the alleged attorney in fact as well as the alleged mortgage company whosoever that might be prove they own the Note, and I'm demanding that the **true wet ink "Promissory Note" according to "The Freedom of Information Act, 5 U.S.C. § 552,"** that states:

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

Be presented. And furthermore I, do believe this would be considered mortgage fraud. Based on information set forth under the **"Securities Exchange Commissioner rules and regulations"**.

Before we can claim fraud was committed we need to first look at what part of fraud is associated with this mortgage transaction.

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both.

Bayview failed to apply or offer an affordable modification; Housing and Urban Development (HUD) declares that the Mortgagees must be able to provide documentation of their loss mitigation evaluations and actions. Mortgagees will be considered to be in compliance with 24 CFR § 203.501 where plausible loss mitigation options were offered to eligible borrowers. The Department will not consider a mortgagee

to have "failed to engage in loss mitigation" where the mortgagee can demonstrate that a borrower was uncooperative or ineligible.

65 FR 76520 - TREBLE DAMAGES FOR FAILURE TO ENGAGE IN LOSS MITIGATION.

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that the BORROWER mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(I)**,

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3). Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the "Red Flag" started popping-up as stated under the US Patriot Act as stated;

§ __.90(b)(9) **Red Flag**. The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a "possible risk" of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft.

It shows where identity theft strikes both ways due to the fact that the **BORROWER** never witness a notary at the closing of his loan. Prior to filing any notices of default or foreclosure on the **BORROWER** who never had the opportunity to exercise his "**DUE PROCESS**" under the 14th Amendment of the United States Constitution for failure to apply or offer an affordable modification.

Upon my research I discovered that **BORROWER** never signed a Promissory Note according to the UCC. Upon signing the mortgage contract on the day of closing the loan, understanding that the date in question falls under ACCU RATE MORTGAGE EXPRESS, INC. who was the primary lender on this loan. Its was their responsibility to see that a promissory note was signed by all parties involved, even after the **BORROWER** left the closing table and the notary came in to notarize the documents the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWER** never promise to repay any such "I Owe You" anything.

"A **Promissory Note** is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Note under the UCC:

55 Where there is no written disclaimer, every indorser engages to any holder (whether or not for value) and to subsequent indorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., 5-7

presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1).

A "promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

Who is the bearable of this alleged Mortgage? according to "**Negotiable Instrument Act of 1881.**" which States:

78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

Upon the illegal foreclosure the bank attorney-in-fact failed to do a title search in order to declare that assignment was created or the bank (their client) was able to produce any documents declaring they are the legal holder of the loan that was foreclosed. The attorney failed to act in good faith in order to keep from bringing on fraud on the court by way of misrepresentation of documents.

When a homeowner is working with the mortgage servicer and unsuccessfully fails, this bring on a great deal of "STRESS" which cause serious damages to the BORROWER health.

Whats' makes this entire foreclosure null and voided. According to FDIC for fraud, abuse and failing to show evidence of records of all necessary dispute of fact of law.

The **BORROWER** are demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

The **BORROWER** exercising his rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWER** hereby exercise his "**RIGHTS**" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z, you have twenty-days after receipt of this "**NOTICE of RESCISSION**" to return all monies paid and to take action necessary and appropriate to terminate the security interest. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*

The **BORROWERS** is seeking in return a clear reconveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact **STEVEN SEGURA** at 773-733-6692 or Sonya Davis at 709-362-3687

Your, Truly
Sonya Davis
Housing Counselor

Sonya Davis

STEVEN SEGURA
Borrower *By: Steven Segura*
All Rights Reserved

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

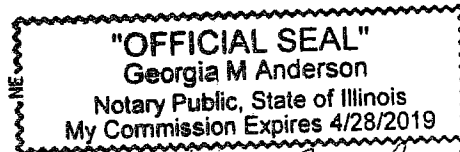
this day of 9-26, 2015 (Seal)

STATE OF ILLINOIS)) ss.

COUNTY OF COOK)

STATE OF ILLINOIS)) ss.

COUNTY OF COOK)



*740 Old Meadow Rd
Matteson, IL 60443
708-692-5486*

Georgia M Anderson

I, the undersigned, a Notary Public in and for said County, in the State of Illinois

aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s).

**AFFIDAVIT OF COMMERCE
Of
CHERYL L. BELL**

Attn: Fraud Dept. Bank of America N.A. 100 N. Tryon St Charlotte NC 28255	Attn: Fraud Dept. PennyMac Loan Services LLC 6101 Condor Drive Moorpark, CA 93021
Attn: President Bank of America 4909 Savarese Circle Tampa, FL 33634	Attn: WITHDRAWN 03 19 08 Aegis Wholesale Corp. 3010 Briarpark Drive # 700 Houston, TX 77042
Attn: President Bank of America 11802 Ridge Parkway Ste 100 HRM Broomfield, CO 80021 Office of the Attorney General Headquarters 441 4th Street, NW Washington DC 20001	The Office of the Comptroller of Currency 400 7 th St. SW Washington D.C. 20500 SEC, Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990
U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17 th St. Suite # 3200 Arlington VA 22209 FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106	Attn: Borrower Dispute MERSCORP Holdings, Inc. 1818 Library St. Suite # 300 Reston, VA 20190 Attn: Richard Elsliger/ARDC#6206020 Pierce & Associate, P.C. 1 N. Dearborn St. # 1300 Chicago, IL 60602
RE: CHERYL L. BELL 14209 S. Edbrooke Ave Riverdale, IL 60827 Min: 100053030008706278 Acc: FHA: 137-3366833-703 Date ID: 864 Original Loan: 3000870627	Attn: President Obama White House 1600 Pennsylvania Ave. NW Washington D.C. 20219 Department of Housing and Urban Development C & L Service Corp/Morris Griffin Corp 2488 E. 81 St. # 700 Tulsa, OK 74137 Doe ID: 0651176120917105B FHA/VA 137336633703 Certificate No.: 327A160D-D8AA-4F8B-A431- 8D782BD2E53F

4/30/2016

Dear CEO and President(s)

Mrs. **CHERYL L. BELL** (Hereinafter "**BORROWER**") has engaged Sonya Davis as her official Housing Counselor to submit this sworn affidavit under oath within Cook County in the State of Illinois on her behalf in order to exercise her "Due Process" understanding that, this a testimony and not a request to validate her debt. To state how this unlawful "Deceptive Toxic Mortgage Bond" and "Defect Modification Agreement" transaction has injury her personally and financially. By demanding is to declare how/why she was victimized by the alleged parties associated with her loan transactions from the beginning of the process to filing foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse.

Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful toxic mortgage bond transaction has injury **BORROWER** as well as her family. Meaning of an affidavit so there is no confusion, please take note:

{An affidavit (/ æfɪˈdeɪvɪt/ A-fə-DAY-vət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.}

This affidavit is about "Due Process" and demand to reclaim her **IDENTITY** and for the original "**PROMISSORY NOTE**" and a right to bring forth proper cause of action in order to justify the loans. Also under the "**UNIFORM COMMERCIAL CODE**", **THE US PATRIOT ACT 5 31 U.S.C. § 5318 (1)**", "**MORTGAGE FRAUD**" "**BREACH OF CONTRACT**", "**KU KLUX KLAN ACT of 1871**", "**The Information of Freedom Act 5 U.S.C. § 552**", **18 U.S. Code § 1012 DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federals codes violations.

On 01/24/2006 **BORROWER** secured a refinance Deceptive Toxic Mortgage Bond Instrument with Aegis Wholesale Corp., on her property located at 14209 S. Edbrooke Ave. Riverdale IL 60827 within Cook County state of Illinois. Whereas, under this alleged toxic bond the promissory note first wasn't recorded, second the promissory note according to the signature wasn't dated and the **BORROWER** name apparently been forged. **BORROWER** demands proof that Bank of America N.A. a/k/a Countrywide Home Loans Inc., can prove that this document was part of the original closing. Under the note agreement "*Allonge under section (d) state: Allonge to this note for payment adjustments, if an allonge providing for payment adjustments is executed by borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note {Check applicable box} unfortunate no box was check.* Facts the allonge has been endorsed by Countrywide Home Loans Inc., Bank of America, and Aegis Wholesale Corp. *{Please see Exhibit}* This allege Note became a check and it shows conflict of interest to its meaning as stated.

Allonge:

"An allonge is a slip of paper affixed to a negotiable instrument, as a bill of exchange, for the purpose of receiving additional endorsements for which there may not be sufficient space on the bill itself. An endorsement written on the allonge is deemed to be written on the bill itself"

In order to be clear and understands what the allege 2006 Note should if there has been a reading such as this sample:

ALLONGE TO PROMISSORY NOTE

"This Allonge to Promissory Note ("Allonge") is dated as of this 27th day of April, 2007. Reference is hereby made to that certain Promissory Note dated December 31, 2004, delivered by SulphCo, Inc., as Maker ("Maker") to Rudolf Gunnerman, as lender, as assigned in part to _____ ("Holder"), pursuant to that certain Assignment of Promissory Note, dated April 24, 2007 ("Assignment"), and as amended and restated by that certain Promissory Note, dated April 24, 2007, delivered by Maker to Holder ("Note")."

If the alleged toxic mortgage bond note was stated such as the sample above, of pose to any payments that the allege note claiming to be part of the contract which is unclear to the reader or persons endorsing the Note.

On 10/22/2014 Bank of America N.A. during business 11802 Ridge Parkway Suite 100 HRM Broomfield, Co 80021 approve a secure instrument in the amount of \$9,463.31 whereas BORROWER has no knowledge of said loan, that was recorded as document 1431408137 within Cook County Recorder of Deeds.

According to this alleged instrument, this document was prepared for Department of Housing and Urban Development (HUD) being directed to C& L Service Corp/Morris Griffin Corp. 2488 E. 81 St. # 700 Tulsa, OK 74137 stating this person or entity is the lender. The problem with this defected mortgage bond/certificate it has a maturity date of 2044. No Borrower in their right mind will sign a 30-year contract on \$9,463.31. In section 7 of this alleged agreement it claims that Borrower will be given a copy of both the Note and the instrument. There wasn't any Note attached to the agreement, whereas the BORROWER had no knowledge of this instrument until her housing counselor presented to her. There, were also questioning of her signature.

During the same time period on 11/1/2014 Bank of America N.A., from the same location in Colorado approve a permanent modification. One has to question! how was the BORROWER approve for both? Both of these documents shows that the same person Gregory R. Perek sign and notarized both the defective mortgage and defective modification on the same date 11/02/2014. There were a second notary from the State of Colorado dated 11/05/2014 by Susanna L. Cade claiming to witness the signature of Laura Dunnell. Bank of America must prove to the BORROWER in writing how was both the alleged loan/modification approve; first without the BORROWER true signature and who/where was the funds applied what was the primary purpose of these funds. We are demanding to see the cancel check. Without any proof this is known as mortgage fraud. It also justify how the BORROWER identity was stolen.

In 2015 PennyMac claims BORROWER allegedly defaulted on said loan. Whereas the BORROWER never sign any promissory note or agreed to repay any debt. BORROWER never had any face-to-face interview with any known parties from Bank of America or HUD Housing Counseling agency as required by HUD. PennyMac Loan Servicers LLC filed foreclosure on BORROWER on 4/19/2016 case number 16 Ch 05449 in Illinois Cook Circuit Court. The attorney-in-fact named HUD as a Defendant in the foreclosure case? And documenting in section 3 (b) only the mortgage dated in 2006, modification dated 2012 and 2014. Sections 3(n) states that the Secretary of HUD by virtue of a mortgage executed by Cheryl L. Bell for \$9,463.31 Plaintiff alleges this defendant's interest is subordinate and inferior to the

lien of the Plaintiff. Therefore, this "Toxic Defective Mortgage Bond and Toxic Mortgage Certificate should be "NULL and VOID " without any further legal action.

The **BORROWER** never had the opportunity to exercise her "Due Process" under the 14th Amendment of the United State Constitution.

This also a part of discrimination when Bank of America attorney-in-fact failed to allow the full 30-days prior to filing the 2016 foreclosure giving the **BORROWER** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act, {FDCPA} as codified in 15 USC § 1692". Even if Bank of America attorney in fact submit such notice the **BORROWER** wasn't aware of the terminology "Dispute the Debt" which makes the **BORROWER** an unsophisticated borrower. Rather, a debt collector violates the statue whenever its communications tend to deceive or mislead the "Unsophisticated Consumer", whom the FDCPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

[15 USC 1692g} states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

The **BORROWER** once again has become victimized by the mortgagee deceptive business practice and server abuse, this shows just how she was discriminated the second time. Which violates his "Civil Rights", in order to declare discrimination we must first understand the true meaning of how discrimination violates a person/homeowner/borrower Rights so there can be no misunderstanding.

Violation under the **KU KLUX KLAN ACT** of 1871 ch. 22 17 Stat. 13 codified as amended at 18 U.S.C.A. § 241 42 U.S.C.A. §§ 1983(3) and the **CIVIL RIGHTS ACT** of 1968 which states:

Which established different remedies for the disorder, intimidation, and violence the Ku Klux Klan instigated against black citizens and their white sympathizers. The portion of The statute concerning civil conspiracy, section 2 of the Act, is now codified in relevant Part at 42 U.S.C. § 1968(3).² The Act also "provided a civil penalty against persons who Knew Of and failed to prevent § 2 violations," ³ which provision is now codified at 42 U.S.C. § 1968.⁴ Therefore, there can be no § 1968 violation without a § 1985 conspiracy. United Nations Universal Declaration of Human Rights 1948 which states: Article 2 14 Everyone is entitled to all the rights and freedom set forth in this Declaration, without 15 distinction of any kind, such as race, colour, sex, language, Religion, political or other opinion, national or social origin, property, birth or other Status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional Or international status of the country or territory to which a person belongs, whether it be Independent, trust, non-self-governing or under any other limitation of sovereignty.

Civil Rights Act of 1871 (Act), 1 also known as the **Ku Klux Klan Act** which states:

The Court imposed an extra-textual animus requirement on the test for a § 1985(3) cause of Action explaining: The constitutional shoals that would lie in the path of interpreting

§ 1985(3) as a general federal tort law can be avoided by giving full effect to the congressional Purpose---by requiring, as an element of the cause of action, the kind of invidiously discriminatory motivation stressed by the sponsors of the limiting amendment. The language requiring intent to deprive of equal protection, or equal privileges and immunities, means that there must be some racial, or perhaps otherwise class-based, invidiously discriminatory animus behind the conspirators' action. The conspiracy, in other words, must aim at a deprivation of equal enjoyment of rights secured by the law to all.

The **BORROWER** never had the opportunity to exercise these rights under the FDCPA. Bank of America server abuse was tasteless and harmful to the **BORROWER** especially during the time of this untimely hardship.

It all starts with the contract and explains how **BORROWER** was victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how we was affected. Therefore, we must include specifics about the words we're using herein. It is all in the agreement, as follows:

Contracts are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party.

The pervasive misrepresentations of the **BORROWER'S** loan which falls within the asset This shows the proof of how and where this loan was pooled and packaged and then sold, The **BORROWER** wasn't aware of these finding until now. If the mortgagees' were committing any wrong doing against their investors? Then the **BORROWERS'** was affected as well.

This is where classifying the difference when it comes to the mortgagee commit fraud against the **BORROWER** and violating the homeowner "Rights". The **BORROWER** never gave Aegis Wholesale Corp., who originated the loan and transfer to BAC Home Loans Servicing a/k/a Bank of America N.A. who appointed Mortgage Electronic Registration System (MERS) as the beneficiary. The right to capitalize on her name and personal information and failure to disclose this very important part of the transaction as state previously within this affidavit.

The **BORROWER** wasn't aware that her name would be used as collateral in order to secure funds on Wall Street. This is known as "identity theft" which stands for "Fraud by Deception" that was committed after closing of this account. Whereas the mortgagee in fact never disclosed the true intention of these transactions. That **BORROWER'S** mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract". With all due respect the defective second mortgage states that if the Borrower default this is considered a breach. The lender/s breached the contract when it was sold to investors on Wall Street without the consent of the **BORROWER**.

Which means misuse of mortgagors "Identity" which means **"FRAUD by DECEPTION"**. Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(i)**, before we can further claim fraud was committed we need to look all parts of fraud that's associated with this mortgage transaction.

Section 111 of the FACT Act defines "**identity theft**" as "a fraud committee using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation 15 U.S.C. 1681a(q)(3)

This also violates his "Privacy Act" which states:

"5 U.S.C. § 552a(g)(4)(A).

"However, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Court in *Doe v. Chao* resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), *aff'g* 306 F.3d 170 (4th Cir. 2002). In *Doe*, the Supreme Court was petitioned to review a decision by the Court of Appeals for the Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79. One district court has applied the doctrine of mitigation to certain Privacy Act claims, holding that "an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure." *Beaven v. DOJ*, No. 03-84, 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that "plaintiffs' out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm were caused by the instant Privacy Act violation"), *aff'd in part, rev'd in part & remanded*, on other grounds, 622 F.3d 540 (6th Cir. 2010).

Which also affects "**PRIVACY OBLIGATION POLICY**:"

"is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers' nonpublic personal information.

(b) **FINANCIAL INSTITUTIONS SAFEGUARDS** IN furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer."

15 U.S. Code § 6801 - Protection of nonpublic personal information

"(a) **NOTICE REQUIREMENTS**

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title."

Another form of fraud that was made against the BORROWER was on 10/22/2014, that's associated with this transaction 18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to

which such contract relates, or any special benefit which he expects to receive as a result of such contract— Shall be fined under this title or imprisoned not more than one year, or both.”
Since Fremont and all parties involved in this loan transaction is part of the breach.

Note: “The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the “prime rate” of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities”.

It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; *Skilling v. United States*, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in the foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense.

Breach of Mortgage Contract:

Under Transfer of Rights in the Property; (ii) the performance of Borrower’s covenants And agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender’s successors and assigns) and to the successors and assigns of MERS,

This where it all begin, no one ever informed the **BORROWER** about MERS at the closing. As far as the **BORROWER** believed the only entity was the lender who was funding the loan.

Second part of this breach concerning mortgages dated 2006 or 2014 doesn’t disclosure anything about any transfer of the contract to any servicer or investors.

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the “Red Flag” started popping-up as stated under the US Patriot Act as stated;

§ __.90(b)(9) **Red Flag**. The proposed regulations defined “Red Flag” as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a “possible risk” of identity theft would include precursors to identity theft such as phishing, 21 and security breaches involving the theft of personal information,

It’s been confirmed according to the statement above the loans in question was defective and the original Promissory Note wasn’t recorded with the mortgage contract. This is proper cause for the **BORROWER** to rightfully “Rescind” the loan.

Before a mortgage can become a debt the **BORROWER**, alleged contract must state that she promise to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged toxic mortgage. Since the alleged mortgage contract was dated on 01/2006 "Promissory Note" wasn't part of the recorded mortgage contract.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2]Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. - . . . assignment." Id. It must also be noted that not only did MERS lack the power and authority to execute the assignment on behalf of Fremont for the loan on 09/01/2005.

BORROWER demanding under Uniform Commercial Code U.C.C. § 3-414(1). **BORROWER** demanding that the alleged attorney- in-fact as well as the alleged mortgage company whosoever that might be prove they own the Note, and demanding that the true wet ink "Promissory Note and Certificate" according to "The Freedom of Information Act, 5 U.S.C. § 552," that states:

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

It shows where identity theft strikes both ways due to the fact that the **BORROWER** never witness a notary at the closing of her loans or modifications. Prior to filing any notices of default or foreclosure on the **BORROWER** who never had the opportunity to exercise her "DUE PROCESS" under the 14th Amendment of the United States Constitution.

For failure to apply or offer an affordable modification; Housing and Urban Development (HUD) declares that the Mortgagees must be able to provide documentation of their loss mitigation evaluations and actions. Mortgagees will be considered to be in compliance with 24 CFR § 203.501 where plausible loss mitigation options were offered to eligible borrowers. The Department will not consider a mortgagee to have "failed to engage in loss mitigation" where the mortgagee can demonstrate that a borrower was uncooperative or ineligible. This is stated to include justification of 10/22/2014 modification.

Upon my research I discovered that **BORROWER** never signed a Promissory Note according to the UCC.

“A promissory note is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer”.

Upon signing the mortgage contract on the day of closing, understanding that the date in question falls under Aegis Wholesaler Corp., and MERS, was the primary lenders on this loan. It was their responsibility to see that a promissory note was signed by all parties involved, even after the **BORROWERS** left the closing table and the notary came in to notarize the documents the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWERS** never promise to repay any such “I Owe You” anything.

Note under the UCC:

Sec.55 Where there is no written disclaimer, every indorser engages to any holder (whether or not for value) and to subsequent indorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1). 5

Who is the bearable of this alleged Mortgage? According to “**Negotiable Instrument Act of 1881.**” which States:

Sec. 78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

The **BORROWER** became a victim the moment she sat down at the closing table, signing fraudulently and negligently documents in gross disregard of the mortgagor's rights. As you can clearly see, as stated above in this affidavit, how Aegis Wholesale Corp., MERS, BAC Home Loans or Bank of America has violating federal rules and regulations without any disregard to the government as well as the homeowner(s). Due to these issues brought on a great deal of stress leaving the **BORROWER** and her family financially unstable. Therefore, causing stress which leads to serious damages to a **BORROWER** health. Which makes the entire mortgage transaction null and voided. According to the FDIC for fraud, abuse and failing to show evidence of records of all necessary dispute are a fact of law.

The **BORROWER** are demanding, based on all the facts given, that Bank of America N.A., PennyMac Loan Services LLC and MERS or whosoever can legally claim such property, Re-convey the property back to the **BORROWER**, follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

BORROWER exercising her rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWER** hereby exercise her “**RIGHTS**” to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z, you have twenty-days after receipt of this **NOTICE of RESCISSION**” to return all monies paid and to take action necessary and appropriate to terminate the security interest.

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of “Fair Credit Reporting Act 15 U.S.C. § 1681a sr seq.

The **BORROWER** is seeking in return a clear re-conveyance of title and full refund that is due. We hope that we can resolve this issue without any further legal action. Please contact CHERYL L. BELL 708-5283672

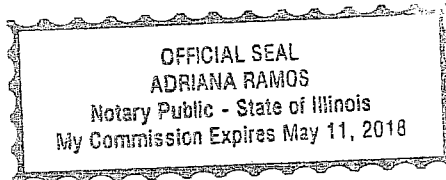
Your, Truly

BORROWER
All Rights Reserved, Without Prejudice UCC 1-308"

Cheryl L Bell

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal
This 2 day of May, 2016. (Seal)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said County, in the State of Illinois
Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose
name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged
that they signed, sealed and delivered the affidavit.

Adriana Ramos
Notary

**AFFIDAVIT of COMMERCE
FROM
LOUIS G. BARTUCCI**

Attn: President
HSBC Finance Corp.
80 8th Ave, New York,
NY 10011

Attn: President
Wells Fargo, N.A
100 Park Avenue
New York, NY 10017

The Office of the Comptroller of the Currency
400 7th Street, SW
Washington, D.C. 20219

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

U.S. Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
P.O. Box 65998
Washington, D.C. 20035-5998

Government & Industry Relations
Freddie Mac
801 Pennsylvania Avenue, NW
Suite 335
Washington, DC 20004

U. S. Department of Housing and Urban
Development, Housing Discrimination
451 7th Street S.W.
Washington DC 20410

U.S. Department of Justice
Office of the Inspector General
Fraud Detection Office
1300 N. 17th Street, Suite 3200
Arlington, VA 22209

The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

RE: LOUIS G. BARTUCCI
824 S. Cumberland
Park Ridge, IL

Original Loan: 0171951148
Acc:

Dear CEO and President(s)

Mr. LOUIS G. BARTUCCI {hereinafter "Borrower"} submits this sworn affidavit under oath within Cook County in the State of Illinois on their behalf in order to exercise our right to "DUE PROCESS", All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An unrebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse. understanding that this a testimony and not a request to validate my debt, but to state how this unlawful mortgage transaction has injury myself as well as my family. Demanding is to declare how/why I was victimized by the alleged parties associated with my loan transaction from closing to foreclosure. We must understand the meaning of an affidavit so there is no misunderstanding please take note:

{An **affidavit** (/æfɪˈdeɪvɪt/afəˈdeɪvət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as to the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.}

This is about "DUE PROCESS" and demanding the original "PROMISSORY NOTE" under the "UNIFORM COMMERCIAL CODE" "Negotiable Instrument Act of 1881." as well as "Illinois Consumer Fraud and Deceptive Business Practices Act" ("ICFA"), 815 ILCS 505/1, Union Deceptive Trade Practices 815 ILCS 510/1 and the "Real Estate Settlement Procedures Act" ("RESPA") 1974 12 U.S.C. 2601 et seq. "National Fair Housing Act" 42 U.S. Code §§ 3601-3619 and 3631, "Fair Credit Reporting Act" 15 U.S.C. § 1681a sr seq., "Wire Fraud" 18 U.S.C. 1343 and "14th Amendment of the United States Constitution", "Uniform Commercial Code" § 3-414(1), 5, "Mortgage Fraud", "Breach of Contract", "IDENTITY THEFT" under the "USA PATRIOT Act," 31 U.S.C. 5318(l) and "Privacy Act 5 U.S.C. § 552a(g)(4)(A)", PRIVACY OBLIGATION POLICY, 15 U.S. Code § 6801 - Protection of nonpublic personal information Federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962. App. B6-B7.

Note: *"It is not possible for the district judge to "weigh " the affidavits in order to resolve disputed issues; except in those rare cases where the facts alleged in an affidavit are inherently incredible, and can be so characterized solely by a reading of the affidavit, the district judge has no basis for a determination of credibility." Data Disc, Inc. v. Systems Tech. Assocs., Inc. 557 F.2d 1280 (9th Cir. 1977)".*

BORROWER, Wells Fargo Mortgage Backed Securities 2007-14 Trust to Wells Fargo Bank (Wells) Pooling and Servicing Agreement, dated as of September 28, 2007, among Wells Fargo Asset Securities Corporation, Wells Fargo Bank, N.A. and HSBC Bank USA, National Association, as trustee. The Public Certificates were sold to Credit Suisse Securities (USA) LLC ("Credit Suisse") pursuant to an underwriting agreement, dated February 15, 2006 and terms agreement, dated September 12, 2007 (together, the "Underwriting Agreement"), among the Company, Wells Fargo Bank, N.A. and Credit Suisse. A copy of the Underwriting Agreement is attached as Exhibit 1.1. The Private Certificates were sold to Credit Suisse on September 28 2007 in a transaction exempt from registration under the Securities Act of 1933, as amended, pursuant to Section 4(2) thereof. The net proceeds of the sale of the Private

Certificates were applied to the purchase of the mortgage loans from Wells Fargo Bank, N.A.

I, the **BORROWER** never had the opportunity to exercise my "Due Process" under the 14th Amendment of the United State Constitution. Whereas Wells and HSBC violated my "CIVIL RIGHTS" and discriminate me. In order to declare discrimination, we must first understand the true meaning of how discrimination violates a person/homeowner/borrower civil rights. So there cannot be no misunderstanding.

This affidavit is the result of extensive research and expresses how I was affected. Therefore, we must include specifics about the words we're using herein. It is all in the agreement, as follows:

Contracts are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party.

violated the codified as amended at title VII of the Civil Rights Act of 1964 [42 U.S.C. 2000e et seq. and **CIVIL RIGHTS ACT of 1968 which states:**

United Nations Universal Declaration of Human Rights 1948 which states:

Article 2 14 Everyone is entitled to all the rights and freedoms set forth in this Declaration, without 15 distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether it be independent, trust, non-self-governing or under any other limitation of sovereignty.

This is also a part of discriminating when Wells failed to allow the full 30-days prior to the filing of the 2010 foreclosure for **BORROWER** to dispute the debt within 30-days which also violate "**The Fair Debt Collection Practices Act, as codified in 15 USC §1692**", Even if Wells attorney in fact submitted such notice the **BORROWER** was unaware of the terminology "Dispute the Debt" which make the **BORROWER** an unsophisticated borrower. Rather, a debt collector violates the statute whenever its communications tend to deceive or mislead "unsophisticated consumers," whom the FDCPA was enacted to protect. The fact still remains the same under the § 809. Validation of debts [15 USC 1692g] which states:

" 5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) If the consumer notifies the debt collector in writing within the thirty-day period

described in subsection

(a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector."

The pervasive misrepresentations of the **BORROWER'S** loan which falls within the Wells Fargo Mortgage Backed Securities 2007-14 Trust to Wells Fargo Bank (Wells) Pooling and Servicing Agreement, dated as of September 28, 2007, among Wells Fargo Asset Securities Corporation, Wells Fargo Bank, N.A. and HSBC Bank USA, National Association, as trustee. The Public Certificates were sold to Credit Suisse Securities (USA) LLC ("Credit Suisse") pursuant to an underwriting agreement, dated February 15, 2006 and terms agreement, dated September 12, 2007 (together, the "Underwriting Agreement"), among the Company, Wells Fargo Bank, N.A. and Credit Suisse. A copy of the Underwriting Agreement. The Private Certificates were sold to Credit Suisse on September 28, 2007 in a transaction exempt from registration under the Securities Act of 1933, is part of the same relating to the information about the underlying mortgage loans, If the mortgagees' were committing any wrong during against their investors? the **BORROWERS'** was effected as well. According to this the loan in question was defective from the very beginning.

This is where classifying the different when it comes to the mortgagee commit fraud against the **BORROWER** and violating the homeowner "Rights". The **BORROWER** never gave Wells Fargo Bank who originated the loan and appointed HSBC Bank as Trustee who convey it over to Wells Fargo Bank as Trustee National Associate. The right to capitalize on my name and personal information and failure to disclose this very important part of the transaction.

I, the **BORROWER** wasn't aware that my name would be used as collateral in order to secure funds on Wall Street this is known as "**identity theft**" which stands for "**Fraud**" that was committed after closing of this account. Whereas the mortgagee in fact never disclosed to the true intention of this transaction. That **BORROWER'S** mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "**FRAUD**". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(l)**, Before we can further claim fraud was committed we need to look all part of fraud that's associated with this mortgage transaction.

Section 111 of the FACT Act defines "**identity theft**" as "a fraud committee using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation 15 U.S.C. 1681a(q)(3).

This also violates our "Privacy Act" which states:

"5 U.S.C. § 552a(g)(4)(A).

"However, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Court in *Doe v. Chao* resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), *aff'd* 306 F.3d 170 (4th Cir. 2002). In *Doe*, the Supreme Court was petitioned to review a decision by the Court of Appeals for the

Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79. One district court has applied the doctrine of mitigation to certain Privacy Act claims, holding that “an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure.” *Beaven v. DOJ*, No. 03-84, 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that “plaintiffs’ out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm were caused by the instant Privacy Act violation”), *aff’d in part, rev’d in part & remanded*, on other grounds, 622 F. 3d 540 (6th Cir. 2010).

Which also affects “**PRIVACY OBLIGATION POLICY**”:

“is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers’ nonpublic personal information.

(b)**FINANCIAL INSTITUTIONS SAFEGUARDS** In furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer.”

15 U.S. Code § 6801 - Protection of nonpublic personal information

“(a)**NOTICE REQUIREMENTS**

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title.”

This is another form of fraud that’s associated with this transaction **18 U.S. Code § 1012 - “Department of Housing and Urban Development” transactions**

“Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract— Shall be fined under this title or imprisoned not more than one year, or both.”

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the “Red Flag” started popping-up as stated under the US Patriot Act as stated;

§ __.90(b)(9) **Red Flag**. The proposed regulations defined “Red Flag” as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators

of a "possible risk" of identity theft would include precursors to identity theft such as phishing, 21 and security breaches involving the theft of personal information,

It's been confirmed according to the statement above the loan in question was defective and the original Promissory Note wasn't recorded with the mortgage contract, and the mortgagee failed to produce the note prior to filing foreclosure against the **BORROWER**. This is proper cause for the **BORROWER** to rightfully "Rescind" the loan.

Upon filing foreclosure action against the **BORROWER** Wells failed to provide to the Court legal notice of ownership of said loan, either by producing the original "Promissory Note" or a valid "Assignment of Mortgage" in order to declare legal standing. Since there never was a valid Assignment of the Mortgage to therefore attempting to collect a debt. This violated the Fair Debt Collection Practices Act by: (i) failing to give validation notice; (ii) making misrepresentations about the terms of the alleged debt; (iii) making a false threat to initiate legal action; give required validation notice; (ii) making a false threat to initiate legal action.

Before a mortgage can become a debt the **BORROWER**, alleged contract must state that I promise to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged mortgage. Since the alleged mortgage contract was dated on 8/2007 "**Promissory Note**" wasn't part of the recorded mortgage contract.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2]Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. - . . . assignment." Id. It must also be noted that not only did MERS lack the power and authority to execute the assignment on behalf of Chase for the loan on 07/26/2006.

BORROWER demanding under UCC U.C.C. § 3-414(1). **BORROWER** demanding that the alleged attorney in fact as well as the alleged mortgage company whosoever that might be prove they own the Note, and demanding that the **true wet ink "Promissory Note and Certificate" according to "The Freedom of Information Act, 5 U.S.C. § 552," that states:**

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

It shows where identity theft strikes both ways due to the fact that the **BORROWER** never witness a notary at the closing of their loan. Prior to filing any notices of default or foreclosure on the **BORROWER** who never had the opportunity to exercise my "DUE PROCESS" under the 14th Amendment of the United States Constitution.

For failure to apply or offer an affordable modification; Housing and Urban Development (HUD) declares that the Mortgagees must be able to provide documentation of their loss mitigation evaluations and actions. Mortgagees will be considered to be in compliance with 24 CFR § 203.501 where plausible loss mitigation options were offered to eligible borrowers. The Department will not consider a mortgagee to have "failed to engage in loss mitigation" where the mortgagee can demonstrate that a borrower was uncooperative or ineligible.

65 FR 76520 - TREBLE DAMAGES FOR FAILURE TO ENGAGE IN LOSS MITIGATION.

Upon my research I discovered that **BORROWER** never signed a Promissory Note according to the UCC.

"A promissory note is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Upon signing the mortgage contract on the day of closing, understanding that the date in question falls under, Wells Fargo Bank N.A, who was the primary lenders on this loan. Its was their responsibility to see that a promissory note was signed by all parties involved, even after the **BORROWER** left the closing table and the notary came in to notarize the documents the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWER** never promise to repay any such "I Owe You" anything.

Note under the UCC:

Sec.55 Where there is no written disclaimer, every indorser engages to any holder (whether or not for value) and to subsequent indorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1). 5

A "promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

Who is the bearable of this alleged Mortgage? according to "**Negotiable Instrument Act of 1881.**" which States:

Sec. 78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

Upon the illegal foreclosure the bank attorney-in-fact failed to do a title search in order to declare that an assignment was created or the bank (their client) wasn't able to produce any documents declaring they are the legal holder of the loan that was foreclosed. The attorney failed to act in good faith in order to keep from bringing on fraud on the court by way of misrepresentation of documents.

I, the **BORROWER** became a victim the moment I sat down at the closing table signing fraudulently and negligently documents in gross disregard of the mortgagor's rights. As you can clearly see as stated above in this affidavit how Wells, was violating federal rules and regulations without this disregard to the government as well as the homeowner(s). Due to these issues brought on a great deal of stress leaving the **BORROWER** under extreme doctor care for DEPRESSION and STRESS which cause serious damages to the **BORROWER** health. Which makes the entire mortgage transaction null and voided. According to FDIC for fraud, abuse and failing to show evidence of records of all necessary dispute of fact of law.

Sec. (vi)

if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "*Intervening Assignment*"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines.

I, the **BORROWER** are demanding based on all the facts given that Wells Fargo N.A., or whosoever can legally claim such property Reconvey the property back to the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

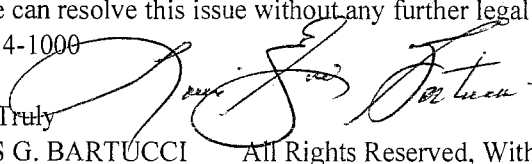
BORROWER exercising our rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWER** hereby exercise our "**RIGHTS**" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z, you have twenty-days after receipt of this **NOTICE of RESCISSION**" to return all monies paid and to take action necessary and appropriate to terminate the security interest.

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a sr seq.

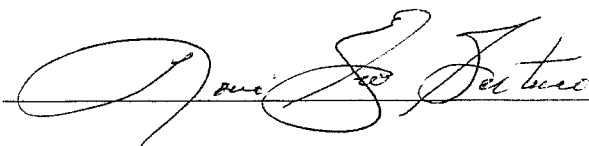
I, the **BORROWER** is seeking in return a clear reconveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact at LOUIS G. BARTUCCI 773-814-1000

Your, Truly

LOUIS G. BARTUCCI



All Rights Reserved, Without Prejudice UCC 1-308"



IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal
Ther 11 day of January, 2016. (Seal)

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois
Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose
name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged
that they signed, sealed and delivered the affidavit.

State of:	<u>ILLINOIS</u>
County of:	<u>COOK</u>
Subscribed and sworn to (or affirmed) before me this	
<u>11</u>	day of <u>January</u> in the year 20 <u>16</u>
<u>William H. Muriel</u>	
Signature of Notary Public	
My Commission Expires <u>3/30/17</u>	



THE REAL FRESH START

926 West 174th ST.
Hazel Crest, IL 60429
708-362-3687
email: davisandwoodruffini@yahoo.com

September 21, 2015

AFFIDAVIT of COMMERCE

Attn: Marianne Lake
Chief Financial Officer
JP Morgan Chase N.A.
270 Park Ave, New York, NY 10017
(212) 270-6000

Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave.
Washington D.C. 20530-0001

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

U.S. Department of Housing and Urban Development
451 7th Street S.W. *Housing Discrimination Complaint*
Lewisville, TX 75067

Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, Iowa 52244

RE: LATOYA GLASS SHERMAN
506 Hickok Ln
University Park, IL 60466

MERSCORP Holdings, Inc.
1818 Library St. Suite 300
Reston, VA 20190

FHA: 1374538647031
MIN:
Orig. Loan: 1896047349
Acc: 189604737

The Office of the Comptroller of the Currency
400 7th Street, SW
Washington, D.C. 20219

Dear CEO and President(s)

Mrs. LATOYA GLASS SHERMAN {hereinafter "BORROWERS"} has engaged Sonya Davis as her official Housing Counselor to submitting this affidavit in order to exercise her "DUE PROCESS" and demanding the original "PROMISSORY NOTE" under the "UNIFORM COMMERCIAL CODE" THE US PATRIOT ACT, MORTGAGE FRAUD, WRONGFUL FORECLOSURE, BREACH of CONTRACT and REGULATION Z, 12 C.F.R. § 226.23, to be presented. It's all about the alleged "PROMISSORY NOTE" which the BORROWER never signed during the closing of her primary loan on 01/08/2009.

The **BORROWER**, alleged contracts never stated that he promise to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged mortgage. Since the alleged mortgage contract was date on 01/2009 it wasn't attached to the "**Promissory Note**".

This story starts when the **BORROWER** refinanced a secured instrument with JP Morgan Chase (Chase), on her primary home located at 506 Hickok LN . in University Park, within the County of Will, in the State of Illinois 60466. In the amount of \$133,396.

Comply with applicable government laws, rules and regulations of federal, state and local governments and other appropriate regulatory agencies.

Base on the above facts **BORROWER** defaulted on loan no. 189604734 in 2014 and foreclosure was initiated. We are aware that the foreclosure was wrongfully committed by Chase.

BORROWER demanding under UCC U.C.C. § 3-414(1), that the alleged attorney in fact as well as the alleged mortgage company whosoever that might be prove they own the Note, and I'm demanding that the true wet ink "**Promissory Note**" according to "**The Freedom of Information Act, 5 U.S.C. § 552,**" that states:

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall 2-5 provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

Be presented. And furthermore I, do believe this would be considered mortgage fraud. Based on information set forth under the "**Securities Exchange Commissioner rules and regulations**".

Before we can claim fraud was committed we need to first look at what part of fraud is associated with this mortgage transaction.

18 U.S. Code § 1012 - "**Department of Housing and Urban Development**" transactions states:

Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both.

Another form of fraud that was committed by

Note: United States of America Keith Edwards v. JPMorgan Chase Bank N.A.

"Chase that falls under the False Claims Act as amended, 31 U.S.C. 3729 et. seq., and common law damages arising from fraud on the United States Department of housing and Urban Development, a component of ("HUD"), the Federal Housing Administration ("FHA") in connection Chase's residential mortgage lending business.

Finally, during the covered period, Chase repeatedly violated HUD self-reporting requirement and kept a substantial numbers of its deficient loan a secret."

The BORROWER was part of this path of malfeasance the loan was affected by and during the time periods mentioned within this lawsuit. This also violated the trust of the company policies and rules according to Chase "Code of Ethics" which states:

Compliance with this Code of Ethics for Finance Professionals is a term and condition of your employment. The firm will take all necessary actions to enforce this Code, up to and including immediate dismissal. Violations of this Code of Ethics for Finance Professionals may also constitute violations of law, which may expose both you and the firm to criminal or civil penalties Always deal fairly and in good faith with our customers, suppliers, competitors, business partners, regulators and other employees. Never take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice.

Therefore Chase representatives, assignee, grantors and subsidiary has no regard or consideration and respect for the company, their investors and customers (Mortgagors), because the "GREED IS SO STRONG" that take top priority over everything and everyone.

Another count of fraud during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that the BORROWER mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(l)**,

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the "Red Flag" started popping-up as stated under the US Patriot Act as stated:

§ __.90(b)(9) **Red Flag**. The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a "possible risk" of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft.

It shows where identity theft strikes both ways due to the fact that the BORROWER never witness a notary at the closing of her loan. Prior to filing any notices of default or foreclosure on the BORROWER who never had the opportunity to exercise her "DUE PROCESS" under the 14th Amendment of the United States Constitution. Also the mortgagee's has discriminated against the BORROWER under the **KLUX KLAN ACT of 1871** ch. 22 17 Stat. 13 codified as amended at 18 U.S.C.A. § 241, 42 U.S.C.A. §§ 1983, 1985(3) and **CIVIL RIGHTS ACT of 1968**. for failure to apply or offer an affordable modification.

Upon my research I discovered that **BORROWER** never signed a Promissory Note according to the UCC. Upon signing the mortgage contract on the day of closing the loan, understanding that the date in question falls under JPMorgan Chase N.A... who was the primary lender on this loan.

Its was their responsibility to see that a promissory note was signed by all parties involved, even after the **BORROWER** left the closing table and the notary came in to notarize the documents the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWER** never promise to repay any such "I Owe You" anything. Now!! we understands the outcome of both the defective mortgage and wrongful foreclosure. Due to these facts the **BORROWER** within it's rightful place is demanding that the mortgage be re conveyed unto her with a full refund that is associated with this loan.

"A **Promissory Note** is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Note under the UCC:

55 Where there is no written disclaimer, every indorser engages to any holder (whether or not for value) and to subsequent indorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1). 5

A "promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

Who is the bearable of this alleged Mortgage? according to "**Negotiable Instrument Act of 1881.**"

which States:

78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

Upon the illegal foreclosure the bank attorney-in-fact failed to do a title search in order to declare that an assignment was created or the bank (their client) was able to produce any documents declaring they are the legal holder of the loan that was foreclosed. The attorney failed to act in good faith in order to keep from bringing on fraud on the court by way of misrepresentation of documents.

When a homeowner is working viously with the mortgage servicer and unsuccessfully fails, this bring on a great deal of "STRESS" which cause serious damages to the BORROWER health.

What's' makes this entire foreclosure null and voided. According to FDIC for fraud, abuse and failing to show evidence of records of all necessary dispute of fact of law.

The **BORROWER** are demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

The **BORROWER** exercising his rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWER** hereby exercise his "**RIGHTS**" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z, you have twenty-days after receipt of this "**NOTICE of RESCISSION**" to return all monies paid and to take action necessary and appropriate to terminate the security interest. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*"

The **BORROWERS** is seeking in return a clear reconveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact **LATOYA G. SHERMAN 708-828-2019** or **Sonya Davis 708-362-3687**.

Your, Truly
Sonya Davis
Housing Counselor

Sonya Davis
9-21-15

LATOYA G. SHERMAN
Borrower

Latoya G. Sherman

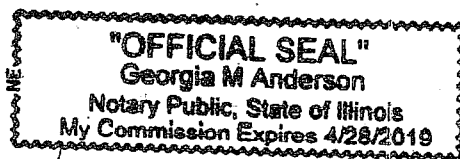
IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal
this day of 21, 2015 Sept (Seal)

STATE OF ILLINOIS)) ss.

COUNTY OF COOK)

STATE OF ILLINOIS)) ss.

COUNTY OF COOK)



Georgia M. Anderson

I, the undersigned, a Notary Public in and for said County, in the State of Illinois

aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s).

The Real Fresh Start

926 West 174th St.
Hazel Crest, IL 60429
708-362-3687
davisandwoodruffini@yahoo.com

AFFIDAVIT of COMMERCE

09/24/2015

Attn: David C. Darnell/ Vice Chairman
General Counsel NCI-007-57-25
Bank of America
Bank of America Corp.
100 N. Tryon St.
Charlotte, NC 28255-0001

Bank of America Corp.
42nd Street and Sixth Avenue
New York, NY 10007

The Bank of New York Mellon
One Wall Street
New York, NY 10286

Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave.
Washington D.C. 20530-0001

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

U.S. Department of Housing and Urban Development
Housing Discrimination Complaint
451 7th Street S.W.
Washington, DC 20410

MERSCORP Holdings, Inc.
1818 Library St. Suite 300
Reston, VA 20190

Office of the Comptroller of the Currency
OCC Headquarters
400 7th Street, SW
Washington, D.C. 20219

RE: PHILLIP D. ELLIS
MILINDA G. ELLIS
328 Arquilla Drive
Glenwood, IL 60425

Ms. Martha Ellis
Senior Vice President
Caliber Home Loans, Inc.
P.O. Box 619063
Dallas, TX 75261-9063

MIN: N/A
Orig. Loan: 6779450664
Acc: 872360546 and 9804209121



United People's Action Council, Inc. (UPAC)
(Coalition for Individual Civil and Human Rights)

Albert Burks, Jr., MBA
Chairman/Chief Executive Officer

Bill Singleton
Chief Operation Officer
Co-Chairman of Compliance & Ethics

Jeffrey Adams
Chief Technical Officer

Michele Kasner
Senior Administrative Vice President
Review and Investigation Division

Shawndra Walker
Vice President of Friends For UPAC
Education Support Services

Blanca Vargen
Community Relations Coordinator

Ron Miller
Vice President of Labor Relations
Compliance & Ethics

Vincent Ross
Eastern Region Director

Nicole Mac...
Director of New York/New Jersey

Ron Archie
Certified Public Accountant

Attorney Robert Simmons
Legal Advisor

Robert Pairs
Electronic Media and TV

Sonya Davis
President
The Real Fresh Start
Foreclosure & Mortgages

President of the United States of America
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

Dear Mr. President:

Re: AFFIDAVIT of COMMERCE - MIN: 100052647002503178
Original Loan: 4700250317 - Acc: 0015008162

Ms. RENEE BULLITT {hereinafter "BORROWER"} has engaged Sonya Davis as her official Housing Counselor to submit this sworn affidavit under oath within Cook County in the State of Illinois on her behalf in order to exercise her "DUE PROCESS" understanding that this is a testimony and not a request to validate her debt, but to state how this unlawful mortgage transaction has injury her personally and financially. By demanding is to declare how/why she was victimized by the alleged parties associated with her loan transaction dated 10/26/06 recorded as document R-2006180132 within Will County, Illinois from beginning of the process to foreclosure. We must understand the meaning of an affidavit so there is no confusion or misunderstanding please take note:

{An affidavit (*/æfɪˈdɛvɪt/ A-fə-DAV-vət*) is a written sworn statement of fact voluntarily made by an *affiant* or *deponent* under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as to the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.}

BORROWER, defaulted on her loan due to hardship of lost decrease of income and increase of her expenses, she made several unsuccessful attempts to Select Portfolio Servicing LLC (SPS) in order to workout some form of resolution. When that failed US Bank N.A., filed foreclosure on 02/03/2012 as case no. 12 Ch 000571 within Will County Circuit Court. BORROWER also attempted to settle the account in order to save her home from foreclosure, SPS denied, claiming that the alleged investor refused the offer.

The BORROWER never had the opportunity to exercise her "Due Process" under the 14th Amendment of the United State Constitution. Whereas SPS and US Bank violated her "CIVIL RIGHTS" and discriminated her. In order to declare discrimination, we must first understand the true meaning of how discrimination violates a person homeowner/borrower civil rights. So there cannot be any misunderstanding.

Which violated the **KU KLUX KLAN ACT of 1871** ch. 22 17 Stat. 13 codified as amended at 18 U.S.C.A. § 241, 42 U.S.C.A. §§ 1983, 1985(3) and **CIVIL RIGHTS ACT of 1968** which states:

which established different remedies for the disorder, intimidation, and violence the Ku Klux Klan instigated against black citizens and their white sympathizers. The portion of the statute concerning civil conspiracy, section 2 of the Act, is now codified in relevant part at 42 U.S.C. § 1985(3).² The Act also "provided a civil penalty against persons who knew of and failed to prevent § 2 violations,"³ which provision is now codified at 42 U.S.C. § 1986.⁴ Therefore, there can be no § 1986 violation without a § 1985 conspiracy.

United Nations Universal Declaration of Human Rights 1948 which states:

Article 2 14 Everyone is entitled to all the rights and freedoms set forth in this Declaration, without 15 distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether it be independent, trust, non-self-governing or under any other limitation of sovereignty.

Civil Rights Act of 1871 (Act),¹ also known as the Ku Klux Klan Act which state:

The Court imposed an extra-textual animus requirement on the test for a § 1985(3) cause of action, explaining: The constitutional shoals that would lie in the path of interpreting § 1985(3) as a general federal tort law can be avoided by giving full effect to the congressional purpose — by requiring, as an element of the cause of action, the kind of invidiously discriminatory motivation stressed by the sponsors of the limiting amendment. The language requiring intent to deprive of equal protection, or equal privileges and immunities, means that there must be some racial, or perhaps otherwise class-based, invidiously discriminatory animus behind the conspirators' action. The conspiracy, in other words, must aim at a deprivation of the equal enjoyment of rights secured by the law to all.

This is also a part of discriminating when SPS or US Bank failed to allow the full 30-days prior to the filing of the 2012 foreclosure for BORROWER to dispute the debt within 30-days which also violate "**The Fair Debt Collection Practices Act, as codified in 15 USC §1692**", Even if SPS or US Bank attorney in fact submit such notice the BORROWER was unaware of the terminology "Dispute the Debt" which make the BORROWER an unsophisticated borrower. Rather, a debt collector violates the statute whenever its communications tend to deceive or mislead "unsophisticated consumers," whom the FDCPA was enacted to protect. The fact still remains the same under the

§ 809. Validation of debts [15 USC 1692g] which states:

" 5) a statement that, upon the consumer's written request within the thirty-day

The pervasive misrepresentations of the **BORROWER** loan which falls within the asset backed securities certificate series 2007-FS1 pool, is part of the same relating to the information about the underlying mortgage loans, in the lawsuit filed as stated above. If the mortgagees' were committing any wrong during against their investors? the **BORROWER** was effected as well. According to this lawsuit that the loan in question was a defective loan from the very beginning.

This is where classifying the different when it comes to the mortgagee commit fraud against the **BORROWER** and violating the homeowner "Rights". The **BORROWER** never gave Fieldstone Mortgage who originated the loan and appointed Mortgage Electronic Registration System (MERS) as the nominee who convey it over to US Bank as Trustee National Associate. The right to capitalize on her name and personal information and failure to disclose this very important part of the transaction.

The **BORROWER** wasn't aware that her name would be used as collateral in order to secure funds on Wall Street this is know as "**identity theft**" which stands for "**Fraud**" that was committed after closing of this account. Whereas the mortgagee in fact never disclosed to the true intention of this transaction. That **BORROWER'S** mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "**FRAUD**". Under the **USA PATRIOT Act**, 5 31 U.S.C. 5318(l), Before we can further claim fraud was committed we need to look all part of fraud that's associated with this mortgage transaction.

Section 111 of the FACT Act defines "identity theft" as "a fraud committee using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation 15 U.S.C. 1681a(q)(3).

This also violates their "Privacy Act" which states:

"5 U.S.C. § 552a(g)(4)(A).

"However, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Court in *Doe v. Chao* resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), *aff'g* 306 F.3d 170 (4th Cir. 2002). In *Doe*, the Supreme Court was petitioned to review a decision by the Court of Appeals for the Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79.

One district court has applied the doctrine of mitigation to certain Privacy Act claims, holding that "an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure." *Beaven v. DOJ*, No. 03-84, 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that "plaintiffs' out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm were caused by the instant Privacy Act violation"), *aff'd in part, rev'd in part & remanded*, on other grounds, 622 F. 3d 540 (6th Cir. 2010).

This is another form of fraud that's associated with this transaction 18 U.S. Code § 1012 - "**Department of Housing and Urban Development**" transactions

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract— Shall be fined under this title or imprisoned not more than one year, or both."

When BORROWER attempted to settle account number 0015008162 in good faith; understanding this offer do not justify any breach of contract on her behalf when the alleged parties pertaining to this transaction has breached its fiduciary duties.

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the "Red Flag" started popping-up as stated under the US Patriot Act as stated;

§ __.90(b)(9) **Red Flag**. The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a "possible risk" of identity theft would include precursors to identity theft such as phishing, 21 and security breaches involving the theft of personal information,

It's been confirmed according to the statement above the loan in question was defective and the original Promissory Note wasn't recorded with the mortgage contract, and the mortgagee failed to produce the note prior to filing foreclosure against the **BORROWER**. This is proper cause for the **BORROWER** to rightfully "Rescind" the loan.

Upon filing foreclosure action against the **BORROWER** US Bank failed to provide to the Court legal notice of ownership of said loan, either by producing the original "Promissory Note" or a valid "Assignment of Mortgage" in order to declare legal standing.

Since there never was a valid Assignment of the Mortgage to therefore attempting to collect a debt. This violated the Fair Debt Collection Practices Act by: (i) failing to give validation notice; (ii) making misrepresentations about the terms of the alleged debt; (iii) making a false threat to initiate legal action; give required validation notice; (ii) making a false threat to initiate legal action.

Before a mortgage can become a debt the **BORROWER**, alleged contract must state that she promise to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged mortgage. Since the alleged mortgage contract was dated on 10/2006 "**Promissory Note**" wasn't part of the recorded mortgage contract.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2]Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. -. . . assignment." Id. It must also be noted that not only did MERS lack the power and authority to execute the assignment on behalf of Wells Fargo Bank, NA Fargo for the loan on 10/16/2006.

BORROWER is demanding under UCC U.C.C. § 3-414(1). **BORROWER** demanding that the alleged attorney in fact as well as the alleged mortgage company whosoever that might be prove they own the Note, and demanding that the true wet ink "**Promissory Note and Certificate**" according to "The Freedom of Information Act, 5 U.S.C. § 552," that states:

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

It shows where identity theft strikes both ways due to the fact that the **BORROWER** never witness a notary at the closing of their loan. Prior to filing any notices of default or foreclosure on the **BORROWER** who never had the opportunity to exercise her "DUE PROCESS" under the 14th Amendment of the United States Constitution.

For failure to apply or offer an affordable modification; Housing and Urban Development (HUD) declares that the Mortgagees must be able to provide documentation of their loss mitigation evaluations and actions. Mortgagees will be considered to be in compliance with 24 CFR § 203.501 where plausible loss mitigation options were offered to eligible borrowers. The Department will not consider a mortgagee to have "failed to engage in loss mitigation" where the mortgagee can demonstrate that a borrower was uncooperative or ineligible.
65 FR 76520 - TREBLE DAMAGES FOR FAILURE TO ENGAGE IN LOSS MITIGATION.

Upon my research I discovered that **BORROWER** never signed a Promissory Note according to the UCC.

"A promissory note is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Upon signing the mortgage contract on the day of closing, understanding that the date in question falls under, Fieldstone Mortgage who was the primary lender on this loan. Its was their responsibility to see that a promissory note was signed by all parties involved, even after the **BORROWER** left the closing table and the notary came in to notarize the documents the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWER** never promise to repay any such "I Owe You" anything.

Note under the UCC:

55 Where there is no written disclaimer, every indorser engages to any holder (whether or not for value) and to subsequent indorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1). 5

A "promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

Who is the bearable of this alleged Mortgage? according to "Negotiable Instrument Act of 1881." which States:

78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

Upon the illegal foreclosure the bank attorney-in-fact failed to do a title search in order to declare that an assignment was created or the bank (their client) wasn't able to produce any documents declaring they are the legal holder of the loan that was foreclosed. The attorney failed to act in good faith in order to keep from bringing on fraud on the court by way of misrepresentation of documents.

The **BORROWER** became a victim the moment she sat down at the closing table signing fraudulently and negligently documents in gross disregard of the mortgagor rights. As you can clearly see as stated above in this affidavit how Fieldstone Mortgage was violating federal rules and regulations without this disregard to the government as well as the homeowner(s). Due to these issues brought on a great deal of stress leaving the **BORROWER** under extreme doctor care for DEPRESSION and STRESS which cause serious damages to the **BORROWER** health. Which makes the entire foreclosure null and voided. According to FDIC for fraud, abuse and failing to show evidence of records of all necessary dispute of fact of law.

Sec. (vi)

if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "*Intervening Assignment*"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines. During the years of 2006-2012 SPS was servicing this account number whereas the **BORROWER** loan rate was still 8.450% prior to the filing of the foreclosure on 02/03/2012.

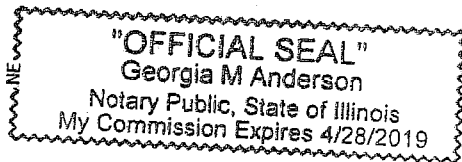
The **BORROWER** are demanding based on all the facts given that SPS or whosoever can legally claim such property Reconvey the property back to the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

We the **BORROWER** exercising our rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWER** hereby exercise her "**RIGHTS**" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z, you have twenty-days after receipt of this **NOTICE of RESCISSION**" to return all monies paid and to take action necessary and appropriate to terminate the security interest.

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a sr seq.

Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the affidavit.

Georgia M Anderson
Notary
740 Old Meadow Rd
Matteson, IL 60443
708-692-5486



FILED
2016 APR 11 PM 12:52
U.S. CIRCUIT COURT
WILL COUNTY, ILLINOIS

Wells Fargo Mortgage Backed Securities 7485 New Horizon Way Frederick, MD 21703	Attn: Fraud Dept. Wells Fargo Bank N.A. 180 Madison Ave, New York, NY 10016
Attn: Fraud Dept. HSBC Bank USA, N.A. 110 W Broadway New York, NY 10013	White House 1600 Pennsylvania Ave. NW Washington D.C. 20219
SEC, Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990.	Attn.; Dispute Dept. MERSCORP Holdings, Inc. 1818 Library St. Suite 300 Reston, VA 20190
Attn: Fraud Dept/Consumer Complaint The Office of the Comptroller of the Currency 383 Madison Avenue 400 7 th Street, SW Washington, D.C. 20219	U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17th Street, Suite 3200 Arlington VA 22209
Office of the Attorney General Headquarters 441 4th Street, NW Washington DC 20001	Attn: Illinois Attorney General Consumer Fraud Bureau 500 South Second Street Springfield, IL 62706
Bank of America, N.A. Attn: Home Equity Line P.O. Box 31785 Tampa, FL 33631-3785	Attn: Jacob Bedolla Matthew Wildermuth Law Offices 1900 75 th St. Woodridge, IL 60517
RE: SVEN A. SHERROD STEPHANIE W. SHERROD 1918 Barrington Ave. Bolingbrook, IL 60490 Original Loan: 0073115933 Acct: 0073115933	

04/08/2016

**AFFIDAVIT OF COMMERCE
OF
SVEN A. AND STEPHANIE W. SHERROD**

Dear Office of the President

SVEN A. AND STEPHANIE W. SHERROD HUSBAND AND WIFE {hereinafter "BORROWERS"} submit this sworn affidavit under oath within Will County in the State of Illinois in order to exercise their "Due Process" understanding that this testimony is not a request to validate their debt, but to tell how Wells Fargo Bank N.A. stole their identity. Please look very careful, because this affect Wells Fargo Bank N.A., who act solely both the Servicer and the master servicer, HSBC Bank USA N.A. as solely as the trustee. We submit this sworn affidavit under oath to state how this unlawful toxic alleged "Mortgage Bond" transaction has injured us both personally and financially. By demanding to declare how/why I was victimized by the alleged parties associated with my loan transaction from the beginning of the process to foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse.

Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful mortgage bond transaction has injured my family. With all due respect the true meaning of an affidavit so there is no confusion or misunderstanding please take note:

*{An affidavit ((/ æfi'deɪvɪt/ A-fə-**DAY**-vət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.)*

This affidavit is about "Due Process" and demand to reclaim our **IDENTITY** and fight for our "**RIGHTS**" for the original "**PROMISSORY NOTE**" and a right to bring forth proper cause of action. We also bring forth under the "**UNIFORM COMMERCIAL CODE**", **THE US PATRIOT ACT 5.31 U.S.C. § 5318 (1)**", "**MORTGAGE FRAUD**" "**BREACH OF CONTRACT**", "**Discrimination**", "**The Information of Freedom Act 5 U.S.C. § 552**", 18 U.S. Code § 1012 **DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federal code violations that enables **BORROWERS** to claim our rights to give notice. Please do not construe these acts as any form of just law statements, in order for us to show or bring a cause of action, we must show where it violates these acts of law. We, also understand as a statement of fact that the banks and their assignee would have concerns in how to address the fact that we're bringing forth information regarding how our name was misused in a form whereas the banks have problems proclaiming these facts.

On 08/01/2007 in amount for \$522,315 with a starting interest rate of 6.75%. We as the **BORROWERS** secured an Interest Only Toxic Mortgage Instrument with Wells Fargo Bank N.A., on our property located 1918 Barrington in Bolingbrook Within Will County state of Illinois. According to my alleged ~~contract~~ We secured this contract with Wells Fargo N.A. not HSBC Bank USA N.A., or any other mortgage company. Therefore, how can HSBC Bank USA N.A. (HSBC) who act solely as the trustee and not the Certificateholder of the Note, whereas Wells Fargo Bank N.A. a/k/a Wells Fargo Mortgage Backed Securities 2007-AR9 Trust CIK # 1415826. We also secured a Home Equity Line of Credit with Bank of America in 2008 with an interest rate of 5.24%, which is no longer of

value due to the original toxic mortgage. We do admit that somewhere during the duration of this toxic mortgage bond we defaulted. Due to the fact we weren't able to re-finance our loan as we were informed and our income decreased and our expenses increased. Wells Fargo Bank N.A. deliberately constructed this loan product in order for us to fail, this is a standard practice for them according to Department of justices:

"Thursday, July 12, 2012 African-American and Hispanic Borrowers Who Qualified for Loans and Were Charged Higher Fees or Rates or Were Improperly Placed into Subprime Loans Are Eligible for Compensation"

"The Department of Justice today filed the second largest fair lending settlement in the department's history to resolve allegations that Wells Fargo Bank, the largest residential home mortgage originator in the United States, engaged in a pattern or practice of discrimination against qualified African-American and Hispanic borrowers in its mortgage lending from 2004 through 2009."

HSBC filed foreclosure within Will County Circuit Court as case No. 2013 CH 136 on 01/10/2013.

Before realizing what happened to us after the closing of this toxic mortgage deal. There was no assignment of mortgage naming HSBC as owner of our title and recorded within Will County Recorder of Deeds. Where/who hold the original "Promissory Note" We as the Borrowers/homeowners in this country would not have known the truth about these so called **Negotiable Instruments**. There would have been many questions asked before signing any alleged contracts.

We were literally robbed and raped at the closing table. We were trapped by these unworthy pervasive banks who have violated our "Civil Rights" and we were intentionally and wrongfully targeted by these alleged banks who claimed some form of ownership who were allowed to sell our home at a sheriff sale. Where is the justice??????

The court never demanded any proof of ownership in order to allow the foreclosure to proceed. Now! we must take a stand in order to defend our own according to this toxic mortgage bond. If the selling of our home take place this will leave our family homelessness.

Losing my home due to improper and wrongful foreclosure has caused a high increase of stress on both our family and us. We never had the opportunity to exercise our "Due Process" with the alleged bank.

The loan wasn't originally transferred to HSBC prior to the filing of the foreclosure.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2] Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. . . . assignment."

Sec. (vi) if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "Intervening Assignment"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines.

Understanding what really happened to our name the day of closing and how so many unknown person/people has invaded our privacy, after reading this information from the Department of Justice this is unconstitutional. It all starts with the contract and explains how as the **BORROWERS**, we were

victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how we were effected. Therefore, we must include specifics about the words we're using herein. It's all in the agreement, as follows:

Contracts

"Are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. ~~To be legally binding as a contract, a promise must be exchanged for adequate~~ consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party."

The mortgage attorney-in-fact will make some outrageous statement concerning this statement about the contract, and how we should have knowledge of what we were signing under the state law. With all due respect we have all been to a mortgage closing where no one was present from MERS rather they were part of this transaction or not. Nor any of the other alleged companies that claim ownership of our loan.

HSBC unfortunately cannot state any legal claims against our property when in fact they are being patronized by the government according to which states in parts from the Dept. of Justice:

"Tuesday, December 11, 2012 WASHINGTON – HSBC Holdings plc (HSBC Group) – a United Kingdom corporation headquartered in London – and HSBC Bank USA N.A. (HSBC Bank USA) (together, HSBC) – a federally chartered banking corporation headquartered in McLean, Va. – have agreed to forfeit \$1.256 billion and enter into a deferred prosecution agreement with the Justice Department for HSBC's violations of the Bank Secrecy Act (BSA), the International Emergency Economic Powers Act (IEEPA) and the Trading with the Enemy Act (TWEA)."

This information should provide you without a doubt of how our family was harmed by all the parties that's associated with my loan. If HSBC can harm this Country with this type of illegal criminal activities, what do they care about illegally taking our identity and capitalizing on without our permission?

When you look at a statement like this:

{If you do NOT have an account with HSBC but suspect fraudulent activity involving HSBC, for example: a) you believe an HSBC account was opened in your name, b) you spot HSBC on your credit report but have not applied for credit with us, c) you've received a suspicious email or phone call purporting to be from HSBC, d) any other suspicious activity related to HSBC.
It's important to report fraud as soon as possible to limit unauthorized transactions and minimize the time it takes to correct your credit reports. You should also take the following steps}

Upon bring this to their attention they liberally go into denial.

There is a fatally defective legal bona fide controversy about our toxic mortgage contract. The pervasive misrepresentations of the **BORROWER'S** loan which falls within the asset backed securities.

Accordingly, to our alleged toxic mortgage bond contract there's nothing stating about mortgage backed securities or any pass-through certificates. Therefore, a breach of contract has occurred. According to "Department of Justice" and the common law theories clearly states of negligence, gross negligence, indemnification, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, **and aiding and abetting any of the foregoing**, which makes this contract null and voided. Please take note due to the facts that many sections the mortgage contract whether in part or whole was breached I cannot list them all.

Breach of Mortgage Contract in part:

Under Transfer of Rights in the Property; (ii) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns.

This where it all began, no one ever informed the **BORROWERS** about HSBC at the closing. As far as we the **BORROWER'S**, believed the only entity was the lender who was funding the loan. This explains the statement below concerning another part of the breach of my contract.

That falls under Section 20. Sale of the Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer")

According to HUD I do have rights, that I'm now exercising these "Rights".

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both."

This is also a part of discrimination when HSBC's attorney in fact failed to allow the full 30-days prior to filing the 2013 foreclosure. Giving us the **BORROWERS** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act, {FDCPA} as codified in 15 USC § 1692". Even if HSBC attorney in fact submit such notice we as the **BORROWERS** wasn't aware of the terminology "Dispute the Debt" which makes us an unsophisticated borrower. Rather, a debt collector violates the statute whenever its communications tend to deceive or mislead "Unsophisticated Consumer", whom the FDCPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

[15 USC 1692g) states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original

creditor, is mailed to the consumer by the debt collector. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*

As the **BORROWERS** we never had the opportunity to exercise our "Due Process" under the 14th Amendment of the United States Constitution. We were approved for an unaffordable loan modification. Yes! We signed the modification not realizing this alleged contract does not state the terms in which we were modified. We unsuccessfully tried to work out a different plan with Wells Fargo in order for us to afford the payments, that got us nowhere. During the course of my research we discovered the reasons for the default and violations. As a Borrower under these trade lines we have just as much rights as any other person, or corporation to be able to define our legal rights under the United State Constitution. HSBC or Wells Fargo attorney-in-fact will use such statements as this; "14th Amendment does not apply to actions taken by "Private Parties", this is called "Plausible deniability" Which means so there cannot be no misunderstanding; {Urban Dictionary}

"A condition in which a subject can safely and believeably deny knowledge of any particular truth that may exist because the subject is deliberately made unaware of said truth so as to benefit or shield the subject from any responsibility associated through the knowledge of such truth.

Also according to Law and Legal Dictionary:

"Plausible deniability refers to circumstances where a denial of responsibility or knowledge of wrongdoing can not be proved as true or untrue due to a lack of evidence proving the allegation. This term is often used in reference to situations where high ranking officials deny responsibility for or knowledge of wrongdoing by lower ranking officials. In those situations officials can "plausibly deny" an allegation even though it may be true.

Please don't try to deny us of our "CIVIL RIGHTS".

The investors weren't the only parties that were fraudulently misused, investors shouldn't be the only ones who are entitled to defend and demand restitutions for their actions, according to this statement.

"The Securities Exchange Commissioner (SEC) alleges that J.P. Morgan structured and marketed a synthetic collateralized debt obligation (CDO) without informing investors that a hedge fund helped select the assets in the CDO portfolio and had a short position in more than half of those assets. As a result, the hedge fund was poised to benefit if the CDO assets it was selecting for the portfolio defaulted. violations of federal laws. Such as 18 U.S. Code § 1345 - Injunctions against fraud and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, *et seq.*."

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that we as the BORROWER'S our toxic mortgage bond would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the **USA PATRIOT Act**, 5 31 U.S.C. 5318(l),

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

HSBC and Wells Fargo Bank attorney-in-fact will once again try to deny the truth about misuse of our identity and will claim "Identity Theft" raises no potential basis for liability might even say it's irrelevant.

Once again this is called "Plausible deniability". Unless they can prove otherwise, that our loan wasn't part of any "Mortgage Backed Securities", then they can surely claim it's irrelevant.

Here how it works so there's no misunderstanding and confusion about how my toxic loan became part of this allegedly private organization: in early 2007 when the housing market and the securities referencing it were beginning to show signs of distress. Synthetic CDO Squared were designed to, and did, result in leveraged exposure to the housing market and therefore magnified losses when the United States housing market experienced a downturn.

As a stated below:

*Bear, Stearns & Co. Inc.
383 Madison Avenue
New York, New York 10179*

Ladies and Gentlemen:

Wells Fargo Asset Securities Corporation, a Delaware corporation ("WFASC" or the "Seller") proposes to issue and sell from time to time its Mortgage Pass-Through Certificates in various series, each series of which may be divided into classes, in one or more offerings on terms determined at the time of sale. One or more series of Mortgage Pass-Through Certificates may be offered through you, as underwriter (the "Underwriter"). Whenever WFASC determines to make an offering of a series of its Mortgage Pass-Through Certificates through the Underwriter, WFASC and Wells Fargo Bank, N.A., a national banking association (in such capacity, "Wells Fargo Bank"), will enter into an agreement (the "Terms Agreement") with the Underwriter, in substantially the form attached hereto as Exhibit A, providing for the sale of such series of Mortgage Pass-Through Certificates to the Underwriter. WFASC is a wholly-owned subsidiary of Wells Fargo Bank. The Mortgage Pass-Through Certificates of the series and classes to be sold in each offering to the Underwriter under this Underwriting Agreement, as supplemented by the applicable Terms Agreement, are hereinafter referred to as the "Certificates." The Mortgage Pass-Through Certificates of the same series that are not being sold in each offering to the Underwriter under this Underwriting Agreement are hereinafter referred to as the "Other Certificates." The Certificates will have the characteristics set forth in the applicable Terms Agreement and will evidence the ownership interests in a trust consisting of a pool (the "Mortgage Pool") of mortgage loans acquired by WFASC (the "Mortgage Loans") and related property but excluding the Fixed Retained Yield, if any, specified in the Terms Agreement (collectively, the "Trust Estate"). The Mortgage Loans will be of the type described in, and will have the characteristics and aggregate principal balance set forth in, the Prospectus Supplement (as hereinafter defined). Mortgage: The mortgage, deed of trust or other instrument creating a first lien on Mortgaged Property securing a Mortgage Note together with any Mortgage Loan Rider, if applicable

Let's start with breaking down 'Collateralized Debt Obligation Squared - CDO-Squared'
"This is identical to a CDO except for the assets securing the obligation. Unlike the CDO, which is backed by a pool of bonds, loans and other credit instruments; CDO-squared arrangements are backed by CDO tranches. CDO-squared allows the banks to resell the credit risk that they have taken in CDOs."

In addition, the issuing entity and supplemental interest trust will own three interest rate corridor contracts and an interest rate swap agreement, respectively, purchased for the benefit of the offered certificates. The certificates offered by this prospectus supplement will be purchased by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as underwriter, from Merrill Lynch Mortgage Investors, Inc., as depositor, and are being offered by the underwriter from time to time for sale to the public in negotiated transactions or otherwise at varying prices to be determined at the time of sale originated or acquired the mortgage loans and will sell the mortgage loans to the depositor.

First Sept 1, 2011 - 1st Sept 1, 2012 (1st Sept 1, 2012)

A type of mortgage-backed debt obligation whose cash flows come from residential debt, such as mortgages, home-equity loans and subprime mortgages. A residential mortgage-backed security is comprised of a pool of mortgage loans created by banks and other financial institutions. The cash flows from each of the pooled mortgages is packaged by a special purpose entity into classes and tranches, which then issues securities and can be purchased by investors".

Our loan was pooled and packaged into these Securities and label as RMBS afterward was classed according to my FICO score which means identity theft and then place into these tranches. What is "Tranches

Breaking down "Tranches":

"Tranche is a term often used to describe a specific class of bonds within an offering wherein each tranche offers varying degrees of risk to the investor.

For example, a CDO offering a partitioned asset portfolio might have mortgages (tranches) that have one-year, two-year, five-year and 20-year maturities. It can also refer to segments that are offered domestically and internationally".

Collateralized Mortgage Obligation –

"CMO" A type of mortgage-backed security in which principal repayment are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flow from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile. Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche)".

Under this sworn affidavit I set forth this cause of action, of how and why "The Fair Debt Collection Practice Act" label Borrowers as "Unsophisticated Consumer", because this body of government knew well in advance that we became victims of the trading market predators. This affidavit applies to all parties involved in this transaction.

§ __.90(b)(9) **Red Flag.** The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a "possible risk" of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft. containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

How can I as a Homeowner receive equal justices when the bank refuses to uphold their own policies such as their code of ethics:

CODE OF ETHICS of Wells Fargo Bank N.A.

"In addition, you are expected to protect Wells Fargo's assets from theft, waste, or loss and ensure their efficient use. Wells Fargo's assets include physical and intellectual property, such as Wells Fargo's brand, trademarks, copyrights, trade secrets, and patents, as well as the confidential and proprietary information described under the Preserve Confidentiality section (Section IV) of this Code. While it is not Wells Fargo's intent to claim ownership of intellectual property that is unrelated to Wells Fargo's business, any intellectual property invented, created, designed, or conceived by a team member while employed by Wells Fargo and that may relate to any business of Wells Fargo must be disclosed to Wells Fargo and shall, at Wells Fargo's option, become the sole property of Wells Fargo. Wells Fargo's assets may only be used for legitimate purposes. Any improper use of Wells Fargo's assets, whether for personal or business purposes, including the misapplication or improper use of corporate or customer funds or property or the unauthorized use or publication of intellectual property, is prohibited and may be unlawful. As you can clearly understand the purpose of this affidavit as stated above how I can truly say that my contract is defective as well as toxic. And JP Morgan Chase abused their position with the government and violated Federal Laws and Regulations according to the statement below."

Wells Fargo and HSBC both have violated our privacy when they launched a credit report and shared it with other parties without our permission which affects "Privacy obligation policy under:

The Gramm-Leach-Bliley Act (GLB Act or GLBA):

also known as the Financial Modernization Act of 1999, is a federal law enacted in the United States to control the ways that financial institutions deal with the private information of individuals. The Act consists of three sections: The Financial Privacy Rule, which regulates the collection and disclosure of private financial information; the Safeguards Rule, which stipulates that financial institutions must implement security programs to protect such information; and the Pretexting provisions, which prohibit the practice of pretexting (accessing private information using false pretenses). The Act also requires financial institutions to give customers written privacy notices that explain their information-sharing practices.

"is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers' nonpublic personal information.

(b) FINANCIAL INSTITUTIONS SAFEGUARDS In furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer." 15 U.S.

Code § 6801 - Protection of nonpublic personal information

"(a) NOTICE REQUIREMENTS

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title."

As well as This also violates his "Privacy Act" which states:

"5 U.S.C. § 552a(g)(4)(A).

"However, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Court in *Doe v. Chao* resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 Decision) aff'g 306 F.3d 170 (4th Cir. 2002). In *Doe*, the

Supreme Court was petitioned to review a decision by the Court of Appeals for the Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79. One district court has applied the doctrine of mitigation to certain Privacy Act claims, holding that "an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure." *Beaven v. DOJ*, No 03-84 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that "plaintiffs' out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm were caused by the instant Privacy Act violation"), aff'd in part, rev'd in part & remanded on other grounds, 622 F. 3d 540 (6th Cir. 2010).

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

Department of Justices:

The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; *Skilling v. United States*, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the Borrower.

We as the **BORROWERS** are demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to the **BORROWERS** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been

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False impersonation can “be defined as” the crime of falsely assuming the identity of another to gain a benefit or avoid an expense. “It wasn’t until Congress passed the Identity Theft and Assumption Deterrence Act of 1998 that identity theft was officially listed as a federal crime. The act strengthened the criminal laws governing identity theft. Specifically, it amended 18 U.S.C. § 1028 (“Fraud and related activity in connection with identification documents”) to make it a federal crime to—knowingly transfer or use, without lawful authority, means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law, or that constitutes The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. a felony under any applicable State or local law”

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of “Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.* We as the **BORROWERS** and homeowners with all “DUE RESPECT” demanding without any further delays and preventing any further legal action against “Wells Fargo and HSBC” that we resolve this matter with your legal department, upon resolutions we are willing to sign any agreements.

Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor

The **BORROWERS** are seeking in return a clear reconveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact **SVEN A. SHERROD** and **STEPHANIE W. SHERROD 773-640-0352**

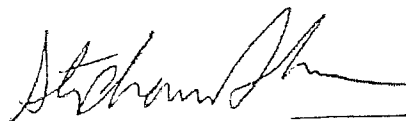
Yours, Truly



Borrower Signature

Sven Sherrod

Borrower Printed Name



Co-Borrower Signature

Stephanie Sherrod

Co-Borrower Printed Name

RESTON, VA 20190-6280 \$1.36
 Zone-4
 First-Class Mail® Large Envelope
 %% USPS Certified Mail™:
 9507 1000 0425 6101 0001 19
 0 lb. 2.70 oz.
 * Expected Delivery Day Thursday,
 April 14.
 Certified Mail™ \$3.30
 =====
 Issue Postage: \$4.66

ARLINGTON, VA 22209-3801 \$1.36
 Zone-4
 First-Class Mail® Large Envelope
 %% USPS Certified Mail™:
 9507 1000 0425 6101 0001 26
 0 lb. 2.70 oz.
 * Expected Delivery Day Thursday,
 April 14.
 Certified Mail™ \$3.30
 =====
 Issue Postage: \$4.66

SPRINGFIELD, IL 62706 \$1.36
 Zone-3
 First-Class Mail® Large Envelope
 %% USPS Certified Mail™:
 9507 1000 0425 6101 0001 33
 0 lb. 2.80 oz.
 * Expected Delivery Day Wednesday,
 April 13.
 Certified Mail™ \$3.30
 =====
 Issue Postage: \$4.66

WOODBRIDGE, IL 60517-2600 \$1.36
 Zone-1
 First-Class Mail® Large Envelope
 %% USPS Certified Mail™:
 9507 1000 0425 6101 0001 40
 0 lb. 2.70 oz.
 * Expected Delivery Day Wednesday,
 April 13.
 Certified Mail™ \$3.30
 =====
 Issue Postage: \$4.66

=====

BOLINGBROOK MAIN OFFICE APC 1
105 CANTERBURY LN
BOLINGBROOK, IL 60440-9998

=====

04/10/2016 03:08:34 PM
=====

Sales Receipt			
Product Description	Sale Qty	Unit Price	Final Price

NEW YORK, NY 10016-5267 \$1.36
Zone-5

First-Class Mail® Large Envelope

% USPS Certified Mail™:

9507 1000 0425 6101 0000 89

0 lb. 2.60 oz.

* Expected Delivery Day Thursday,
April 14.

Certified Mail™ \$3.30

Issue Postage: \$4.66
=====

TAMPA, FL 33631-3785 \$1.36
Zone-5

First-Class Mail® Large Envelope

% USPS Certified Mail™:

9507 1000 0425 6101 0000 98

0 lb. 2.70 oz.

* Expected Delivery Day Thursday,
April 14.

Certified Mail™ \$3.30

Issue Postage: \$4.66
=====

WASHINGTON, DC 20219 \$1.36
Zone-4

First-Class Mail® Large Envelope

% USPS Certified Mail™:

9507 1000 0425 6101 0001 02

0 lb. 2.70 oz.

* Expected Delivery Day Thursday,
April 14.

Certified Mail™ \$3.30

Issue Postage: \$4.66
=====

=====

BOLINGBROOK MAIN OFFICE APC 1
105 CANTERBURY LN
BOLINGBROOK, IL 60440-9998

04/10/2016 03:04:10 PM
=====

Product Description	Sales Receipt		Final Price
	Sale Qty	Unit Price	

WASHINGTON, DC 20219 Zone-4 \$1.36

First-Class Mail® Large Envelope
%% USPS Certified Mail™:
9507 1000 0425 8101 0000 72
0 lb. 2.70 oz.

* Expected Delivery Day Thursday, April 14.

Certified Mail™ \$3.30

Issue Postage: \$4.66

Total: \$4.66

Paid by:
DebitCard
Account #: XXXXXXXXXXXXX3714 \$4.66
Approval #: 051878
Transaction #: 625
23-901930222-99
Receipt #: 096832

SSK Transaction #: 17
USPS® # 164410-9550

%% Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit USPS.com apply. You may also visit USPS.com USPS Tracking or call 1-800-222-1811, or use this self-service kiosk (or any self-service kiosk at other Postal locations).

Thanks.
It's a pleasure to serve you.

ALL SALES FINAL ON STAMPS AND POSTAGE.
REFUNDS FOR GUARANTEED SERVICES ONLY.

=====

BOLINGBROOK MAIN OFFICE APC 1
105 CANTERBURY LN
BOLINGBROOK, IL 60440-9998

04/10/2016 03:00:58 PM
=====

Product Description	Sales Receipt		Final Price
	Sale Qty	Unit Price	

WASHINGTON, DC 20001-2714 Zone-4 \$1.36

First-Class Mail® Large Envelope
%% USPS Certified Mail™:
9507 1000 0425 8101 0000 65
0 lb. 2.80 oz.

* Expected Delivery Day Thursday, April 14.

Certified Mail™ \$3.30

Issue Postage: \$4.66

Total: \$4.66

Paid by:
DebitCard
Account #: XXXXXXXXXXXXX3714 \$4.66
Approval #: 050484
Transaction #: 624
23-901930222-99
Receipt #: 096831

SSK Transaction #: 16
USPS® # 164410-9550

%% Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit USPS.com apply. You may also visit USPS.com USPS Tracking or call 1-800-222-1811, or use this self-service kiosk (or any self-service kiosk at other Postal locations).

Thanks.
It's a pleasure to serve you.

ALL SALES FINAL ON STAMPS AND POSTAGE.
REFUNDS FOR GUARANTEED SERVICES ONLY.

FREDERICK, MD 21703-8388 \$1.36
 Zone-4
 First-Class Mail® Large Envelope
 %% USPS Certified Mail™:
 9507 1000 0425 6101 0001 57
 0 lb. 2.70 oz.
 * Expected Delivery Day Thursday,
 April 14. \$3.30
 Certified Mail™ =====

Issue Postage: \$4.66

NEW YORK, NY 10013-3803 \$1.36
 Zone-5
 First-Class Mail® Large Envelope
 %% USPS Certified Mail™:
 9507 1000 0425 6101 0001 64
 0 lb. 2.60 oz.
 * Expected Delivery Day Thursday,
 April 14. \$3.30
 Certified Mail™ =====

Issue Postage: \$4.66

WASHINGTON, DC 20549 \$1.36
 Zone-4
 First-Class Mail® Large Envelope
 %% USPS Certified Mail™:
 9507 1000 0425 6101 0001 71
 0 lb. 2.70 oz.
 * Expected Delivery Day Thursday,
 April 14. \$3.30
 Certified Mail™ =====

Issue Postage: \$4.66

Total: \$46.60

Paid by: \$46.60
 VISA
 Account #: XXXXXXXXXXXXX3714
 Approval #: 080628
 Transaction #: 374
 23-901930222-99

SSK Transaction #: 18
 USPS® # 164410-9550

%% Text your tracking number to 28777
 (2USPS) to get the latest status.
 Standard Message and Data rates may
 apply. You may also visit USPS.com
 USPS Tracking or call 1-800-222-1811,
 or use this self-service kiosk (or any
 self-service kiosk at other Postal
 locations).

Thanks.

It's a pleasure to serve you.

ALL SALES FINAL ON STAMPS AND POSTAGE.
 REFUNDS FOR GUARANTEED SERVICES ONLY.



Certified Forensic Loan Auditors

REPORT SUMMARY

Mortgage:

- On December 7, 2006, Debtors Dennis F. Martinek and Susan R. Martinek executed a negotiable promissory note and a security interest in the form of a MORTGAGE in the amount of \$431,000.00. This document was recorded as instrument number 635450013 in the Official Records of Cook County, Illinois. *The original lender of the promissory note and beneficiary of the Mortgage is Millenium Bank, N.A. Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") is not named as the payee of the note, but is named as acting solely as a "nominee" for the lender as the beneficiary of the security interest Mortgage.*

Securitization (The Note):

- The NOTE was sold, transferred, assigned and securitized into the **NOMURA ASSET ACCEPTANCE CORPORATION ALTERNATIVE LOAN TRUST, SERIES 2007-2** with a Closing Date of on or about June 29, 2007.

Assignment of Mortgage:

- On September 14, 2011, an Assignment of Mortgage was recorded in the Official Records, Cook County as instrument number 25719065 to HSBC Bank USA, N.A. from National Bank. *NOTE: Document not available for review.* Approximately four years and two months had gone by since the note was placed into the NOMURA ASSET ACCEPTANCE CORPORATION ALTERNATIVE LOAN TRUST, SERIES 2007-2 and examiner therefore recommends production and review of the then notarized bill of sale; note endorsement; and verifiable proof of funds prior to the cut-off date of June 1, 2007, starting with original lender Millenium Bank, N.A. to Sponsor Nomura Credit & Capital Corporation to Depositor Nomura Asset Acceptance Corporation into the NOMURA ASSET ACCEPTANCE CORPORATION ALTERNATIVE LOAN TRUST, SERIES 2007-2 for approval of this Assignment of Mortgage. Examiner considers this a document of impropriety requiring rescission for rightful foreclosure to take place until actual purchase by above parties is verified.
- Depositor Nomura Asset Acceptance Corporation is the only rightful party that can place assets into the trust pursuant to investor offering documents as specified above.



Certified Forensic Loan Auditors

Corrective Assignment of Mortgage:

- On April 6, 2012, a Corrective Assignment of Mortgage was recorded in the Official Records, Cook County as instrument number 1209712285 to HSBC Bank USA, N.A. as Trustee for NAAC 2007-2. The document was signed by Scott Heurkins as Assistant Secretary of Mortgage Electronic Registration Systems, Inc. as nominee for Millenium Bank, N.A. without disclosure of his employment in working for Assignee, not Assignor. Approximately four years and nine months had gone by since the note was placed into the NOMURA ASSET ACCEPTANCE CORPORATION ALTERNATIVE LOAN TRUST, SERIES 2007-2 and examiner therefore recommends production and review of the then notarized bill of sale; note endorsement; and verifiable proof of funds prior to the cut-off date of June 1, 2007, starting with original lender Millenium Bank, N.A. to Sponsor Nomura Credit & Capital Corporation to Depositor Nomura Asset Acceptance Corporation into the NOMURA ASSET ACCEPTANCE CORPORATION ALTERNATIVE LOAN TRUST, SERIES 2007-2 for approval of this Assignment of Mortgage. Examiner considers this a document of impropriety requiring rescission for rightful foreclosure to take place until actual purchase by above parties is verified.
- Depositor Nomura Asset Acceptance Corporation is the only rightful party that can place assets into the trust pursuant to investor offering documents as specified above.

Lis Pendens:

- On April 18, 2012, a Lis Pendens was recorded in the Official Records, Cook County as instrument number 10941008.

Notice of Sale:

- On August 7, 2014, a Notice of Sale was recorded in the Official Records, Cook County with an unknown instrument number.

Notice of Sale:

- On January 13, 2015, a Notice of Sale was recorded in the Official Records, Cook County with an unknown instrument number.

Wells Fargo Mortgage Backed Securities 7485 NEW HORIZON WAY FREDERICK, MD 21703	THE FIRST MORTGAGE CORPORATION/ DISSOLVED 07 11 14 19831 GOVERNORS HWY FLOSSMOOR 60422 Attn: Fraud Dept. Wells Fargo Bank N.A. 180 Madison Ave, New York, NY 10016
Attn: Mr. President White House 1600 Pennsylvania Ave. NW Washington D.C. 20219 SEC, Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990.	Attn: Dispute Dept. MERSCORP Holdings, Inc. 1818 Library St. Suite 300 Reston, VA 20190
Attn: Fraud Dept/Consumer Complaint The Office of the Comptroller of the Currency 383 Madison Avenue 400 7 th Street, SW Washington, D.C. 20219	U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17th Street, Suite 3200 Arlington VA 22209
RE: WALTER WHITE 4101 189 th St. Country Club Hills, IL 60478 Min: 100085804915573134 Original Loan: 5573134 Loan: 04-12332 Acc: 1245769	Illinois Attorney General Consumer Fraud Bureau 500 South Second Street Springfield, IL 62706
	Office of the Attorney General Headquarters 441 4th Street. NW Washington DC 20001

5/19/2016

AFFIDAVIT OF COMMERCE
OF
WALTER WHITE

Wells Fargo and HSBC both as violated our privacy when they launched a credit report and shared it with other parties without our permission which affects "Privacy obligation policy under:

The Gramm-Leach-Bliley Act (GLB Act or GLBA):

also known as the Financial Modernization Act of 1999, is a federal law enacted in the United States to control the ways that financial institutions deal with the private information of individuals. The Act consists of three sections: The Financial Privacy Rule, which regulates the collection and disclosure of private financial information; the Safeguards Rule, which stipulates that financial institutions must implement security programs to protect such information; and the Pretexting provisions, which prohibit the practice of pretexting (accessing private information using false pretenses). The Act also requires financial institutions to give customers written privacy notices that explain their information-sharing practices.

"is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers' nonpublic personal information.

(b) FINANCIAL INSTITUTIONS SAFEGUARDS In furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction

confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer." 15 U.S.

Code § 6801 - Protection of nonpublic personal information

"(a) NOTICE REQUIREMENTS

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title."

As well as This also violates his "Privacy Act" which states:

"5 U.S.C. § 552a(g)(4)(A).

"However, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Court in *Doe v. Chao* resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), *aff'd* 306 F.3d 170 (4th Cir. 2002). In *Doe*, the

Supreme Court was petitioned to review a decision by the Court of Appeals for the Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79.

One district court has applied the doctrine of mitigation to certain Privacy Act claims, holding that "an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure." *Beaven v. DOJ*, No 03-84 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that "plaintiffs' out-of-pocket expenses [incurred in monitoring their financial information]

parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party."

The mortgage attorney-in-fact will make some outrageous statement concerning this statement about the contract, and how I should have knowledge of what I was signing under the state law. With all due respect we all been to a mortgage closing there were no one present from MERS rather they were part of this transaction or not. Nor any of the other alleged companies that claiming ownership of the loan. Matter of fact I had no knowledge of MERS until they were exposed in 2007 by Fox News, this is what started the housing market to burst.

This information should provide you without a doubt of how my family was harm by all the parties that's associated with my loan. If Wells Fargo can harm this Country with this type of illegal criminal activities, what do they care about illegally taking our identity and capitalizing on without our permission?

When you look at a statement like this:

Protecting yourself against identity theft and fraud {WELLS FARGO}

Use these seven tips to help you protect your identity and your finances.

Upon bring this to their attention they liberally go into denial.

There is a fatally defective legal bona fide controversy about our toxic mortgage contract. The pervasive misrepresentations of the **BORROWER'S** loan which falls within the asset backed securities. Accordingly, to our alleged toxic mortgage bond contract there's nothing stating about mortgage backed securities or any pass-through certificates. Therefore, a breach of contract has occurred. According to "Department of Justice" and the common law theories clearly states of negligence, gross negligence, indemnification, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing; which makes this contract null and voided. Please take note due to the facts that many sections the mortgage contract whether in part or whole was breached I cannot list them all.

Breach of Mortgage Contract in part:

Under Transfer of Rights in the Property; (ii) the performance of Borrower's covenants And agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns.

This where it all begin, no one ever informed the **BORROWERS** about HSBC at the closing. As far as we the **BORROWER'S**, believed the only entity was the lender who was funding the loan. This explains the statement below concerning another part of the breach of my contract.

That falls under Section 20. Sale of the Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times

without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer")

According to HUD I do have rights, that I'm now exercising these "Rights".

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both."

This also a part of discrimination when HSBC attorney in fact failed to allow the full 30-days prior to filing the 2013 foreclosure. Giving us the **BORROWERS** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act, {FDCPA} as codified in 15 USC § 1692". Even if HSBC attorney in fact submit such notice we as the **BORROWERS** wasn't aware of the terminology "Dispute the Debt" which makes us an unsophisticated borrower. Rather, a debt collector violates the statue whenever its communications tend to deceive or mislead "Unsophisticated Consumer", whom the FDCPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

[15 USC 1692g} states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*

As the **BORROWERS** we never had the opportunity to exercise our "Due Process" under the 14th Amendment of the United State Constitution During. We were approved for an unaffordable loan modification. Yes! We signed the modification not realizing this alleged contract does not state the terms in which we were modified. We unsuccessfully tried to work out a different plan with Wells Fargo in order for us to afford the payments, that got us nowhere. During the course of my research we discovered the reasons for the default and violations. As a Borrower under these trade lines we have just as much rights as any other person, or corporation to be able to define our legal rights under the United State Constitution. HSBC or Wells Fargo attorney-in-fact will use such statements as this; "14th Amendment does not apply to actions taken by "Private Parties", this is called "Plausible deniability" Which means so there cannot be no misunderstanding; {Urban Dictionary}

"A condition in which a subject can safely and believably deny knowledge of any particular truth that may exist because the subject is deliberately made unaware of said truth so as to benefit or shield the subject from any responsibility associated through

(tranches) that have one-year, two- year, five-year and 20-year maturities. It can also refer to segments that are offered domestically and internationally”.

Collateralized Mortgage Obligation –

“ CMO'A type of mortgage-backed security in which principal repayment are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche)”. tranche)”.

Under this sworn affidavit I set forth this cause of action, of how and why “The Fair Debt Collection Practice Act” label Borrowers as “Unsophisticated Consumer”, because this body of government knew well in advance that we became victims of the trading market predators. This affidavit applies to all parties involved in this transaction.

§ ____90(b)(9) **Red Flag.** The proposed regulations defined “Red Flag” as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a “possible risk” of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft. containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

How can I as a Homeowner receive equal justices when the bank refuses to uphold their own policies such as their code of ethics:

CODE OF ETHICS of Wells Fargo Bank N.A.

“In addition, you are expected to protect Wells Fargo’s assets from theft, waste, or loss and ensure their efficient use. Wells Fargo’s assets include physical and intellectual property, such as Wells Fargo’s brand, trademarks, copyrights, trade secrets, and patents, as well as the confidential and proprietary information described under the Preserve Confidentiality section (Section IV) of this Code. While it is not Wells Fargo’s intent to claim ownership of intellectual property that is unrelated to Wells Fargo’s business, any intellectual property invented, created, designed, or conceived by a team member while employed by Wells Fargo and that may relate to any business of Wells Fargo must be disclosed to Wells Fargo and shall, at Wells Fargo’s option, become the sole property of Wells Fargo. Wells Fargo’s assets may only be used for legitimate purposes. Any improper use of Wells Fargo’s assets, whether for personal or business purposes, including the misapplication or improper use of corporate or customer funds or property or the unauthorized use or publication of intellectual property, is prohibited and may be unlawful. As you can clearly understand the purpose of this affidavit as stated above how I can truly say that my contract is defective as well as toxic. And JP Morgan Chase abused their position with the government and violated Federal Laws and Regulations according the statement below.”

Pass-Through Certificates in various series, each series of which may be divided into classes, in one or more offerings on terms determined at the time of sale. One or more series of Mortgage Pass-Through Certificates may be offered through you, as underwriter (the "Underwriter"). Whenever WFASC determines to make an offering of a series of its Mortgage Pass-Through Certificates through the Underwriter, WFASC and Wells Fargo Bank, N.A., a national banking association (in such capacity, "Wells Fargo Bank"), will enter into an agreement (the "Terms Agreement") with the Underwriter, in substantially the form attached hereto as Exhibit A, providing for the sale of such series of Mortgage Pass-Through Certificates to the Underwriter. WFASC is a wholly-owned subsidiary of Wells Fargo Bank. The Mortgage Pass-Through Certificates of the series and classes to be sold in each offering to the Underwriter under this Underwriting Agreement, as supplemented by the applicable Terms Agreement, are hereinafter referred to as the "Certificates." The Mortgage Pass-Through Certificates of the same series that are not being sold in each offering to the Underwriter under this Underwriting Agreement are hereinafter referred to as the "Other Certificates." The Certificates will have the characteristics set forth in the applicable Terms Agreement and will evidence the ownership interests in a trust consisting of a pool (the "Mortgage Pool") of mortgage loans acquired by WFASC (the "Mortgage Loans") and related property but excluding the Fixed Retained Yield, if any, specified in the Terms Agreement (collectively, the "Trust Estate"). The Mortgage Loans will be of the type described in, and will have the characteristics and aggregate principal balance set forth in, the Prospectus Supplement (as hereinafter defined). Mortgage: The mortgage, deed of trust or other instrument creating a first lien on Mortgaged Property securing a Mortgage Note together with any Mortgage Loan Rider, if applicable

Let's state with Breaking down 'Collateralized Debt Obligation Squared - CDO-Squared'

"This is identical to a CDO except for the assets securing the obligation. Unlike the CDO, which is backed by a pool of bonds, loans and other credit instruments; CDO-squared arrangements are backed by CDO tranches. CDO-squared allows the banks to resell the credit risk that they have taken in CDOs."

In addition, the issuing entity and supplemental interest trust will own three interest rate corridor contracts and an interest rate swap agreement, respectively, purchased for the benefit of the offered certificates. The certificates offered by this prospectus supplement will be purchased by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as underwriter, from Merrill Lynch Mortgage Investors, Inc., as depositor, and are being offered by the underwriter from time to time for sale to the public in negotiated transactions or otherwise at varying prices to be determined at the time of sale originated or acquired the mortgage loans and will sell the mortgage loans to the depositor.

First Step: "RMBS 'Residential Mortgage-Backed Security (RMBS)'

A type of mortgage-backed debt obligation whose cash flows come from residential debt, such as mortgages, home-equity loans and subprime mortgages. A residential mortgage-backed security is comprised of a pool of mortgage loans created by banks and other financial institutions. The cash flows from each of the pooled mortgages is packaged by a special purpose entity into classes and tranches, which then issues securities and can be purchased by investors".

My loan was pooled and packaged into these Securities and label as RMBS afterward was classed according to my FICO score which means identity theft and then place into these tranches. What is "Tranches

Breaking down "Tranches":

"Tranche is a term often used to describe a specific class of bonds within an offering wherein each tranche offers varying degrees of risk to the investor. For example, a CMO offering a partitioned MBS portfolio might have mortgages

the knowledge of such truth.

Also according to Law and Legal Dictionary:

"Plausible deniability refers to circumstances where a denial of responsibility or Knowledge of wrongdoing cannot be proved as true or untrue due to a lack of evidence proving the allegation. This term is often used in reference to situations where high ranking officials deny responsibility for or knowledge of wrongdoing by lower ranking officials. In those situations officials can "plausibly deny" an allegation even though it may be true.

Please don't try to deny us of our "CIVIL RIGHTS".

The investors weren't the only parties that was fraudulently misused, investors shouldn't be the only ones who are entitled to defend and demand restitutions for their actions, according to this statement.

"The Securities Exchange Commissioner (SEC) alleges that J.P. Morgan structured and marketed a synthetic collateralized debt obligation (CDO) without informing investors that a hedge fund helped select the assets in the CDO portfolio and had a short position in more than half of those assets. As a result, the hedge fund was poised to benefit if the CDO assets it was selecting for the portfolio defaulted. violations of federal laws. Such as 18 U.S. Code § 1345 - Injunctions against fraud and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, et seq."

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that we as the BORROWER'S our toxic mortgage bond would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the USA PATRIOT Act, 5 31 U.S.C. 5318(l),

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

Wells Fargo Bank attorney-in-fact will once again try to deny the truth about misuse of our identity and will claim "Identity Theft" raise no potential basis for liability might even say it's irrelevant. Once again this is called "Plausible deniability". Unless they can prove otherwise, that my loan wasn't part of any "Mortgage Backed Securities", then they can claim it's irrelevant.

Here how it works so there's no misunderstanding and confusion about how my toxic loan became part of this allegedly private organization: in early 2007 when the housing market and the securities referencing it were beginning to show signs of distress. Synthetic CDO Squared were designed to, and did, result in leveraged exposure to the housing market and therefore magnified losses when the United States housing market experienced a downturn.

As a stated below:

*Bear, Stearns & Co. Inc.
383 Madison Avenue
New York, New York 10179*

Ladies and Gentlemen:

*Wells Fargo Asset Securities Corporation, a Delaware corporation ("WFASC"
or the "Seller") proposes to issue and sell from time to time its Mortgage*

"The Department of Justice today filed the second largest fair lending settlement in the department's history to resolve allegations that Wells Fargo Bank, the largest residential home mortgage originator in the United States, engaged in a pattern or practice of discrimination against qualified African-American and Hispanic borrowers in its mortgage lending from 2004 through 2009."

Wells Fargo N.A. filed foreclosure within Cook County Circuit Court as case No. 201 CH 136 on 01/10/2013.

Before realizing what happen to me after the closing of this toxic mortgage deal. There was no assignment of mortgage naming Wells Fargo as owner of our title and recorded within Cook County Recorder of Deeds. Where/who hold the original "Promissory Note". As the Borrowers/homeowners in this country would have known the truth about these so called Negotiable Instruments. There would have been many questions asked before signing any alleged contracts.

I was liberally robbed and raped at the closing table. I was trapped by these unworthy pervasive banks who has violated my "Civil Rights" I was intentionally and wrongfully target by these alleged banks who claimed some form of ownership who would have been allowed to sell my home at a sheriff sale. Where's the justice?????

The court never demanded any proof of ownership in order to allow the foreclosure to proceed. Now! I must take a stand in order to defend my property according to this toxic mortgage bond. If the selling of my home take place this will leave my family homeliness.

Losing my home due to improper and wrongful foreclosure would cause a high increase of stress on both my family and I. Never had the opportunity to exercise my "Due Process" with the alleged bank.

The loan wasn't originally transferred to Wells Fargo prior to the filing of the foreclosure.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2] Collymore, 6S AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. "... assignment."

Sec. (vi) if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "Intervening Assignment"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines.

Understanding what really happen to my name the day of closing and how so many unknown person/people has invaded my privacy, after reading this information from the Department of Justices this is unconstitutional. It all starts with the contract and explains how as the BORROWER, I was victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how I was effected. Therefore, I must include specifics about the words I'm using herein. It all in the agreement, as follows:

Contracts

"Are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the

to protect themselves from potential harm were caused by the instant Privacy Act violation"), aff'd in part, rev'd in part & remanded on other grounds, 622 F.3d 540 (6th Cir. 2010).

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

Department of Justices:

The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; Skilling v. United States, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the Borrower.

We as the **BORROWER** are demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a **FREE** and **CLEAR TITLE**. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

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False personation can

"be defined as "the crime of falsely assuming the identity of another to gain a benefit or avoid an expense." It wasn't until Congress passed the Identity Theft and Assumption Deterrence Act of 1998 that identity theft was officially listed as a federal crime. The act strengthened the criminal laws governing identity theft. Specifically, it amended 18 U.S.C. § 1028 ("Fraud and related activity in

Dear Office of the President

WALTER WHITE {hereinafter "**BORROWERS**" } submit this sworn affidavit under oath within Cook County in the State of Illinois in order to exercise their "Due Process" understanding that this testimony is not a request to validate his debt, but to tell how Wells Fargo Bank N.A. stole their identity. Please look very careful, because this affect Wells Fargo Bank N.A., who act solely both the Servicer and the master servicer, US Bank N.A.as solely as the trustee. We submit this sworn affidavit under oath to state how this unlawful toxic alleged "Mortgage Bond" transaction has injury us both personally and financially. By demanding is to declare how/why I was victimized by the alleged parties associated with my loan transaction from the beginning of the process to foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse. Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful mortgage bond transaction has injury my family. With all due respect the true meaning of an affidavit so there is no confusion or misunderstanding please take note:

*{An affidavit ((/æfiˈdɜːvɪt/ A-fə-**DAY**-vat) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.)*

This affidavit is about "Due Process" and demand to reclaim my **IDENTITY** and fight for my "**RIGHTS**" for the original "**PROMISSORY NOTE**" and a right to bring forth proper cause of action. I'm also bringing forth under the "**UNIFORM COMMERCIAL CODE**", **THE US PATRIOT ACT 5 31 U.S.C. § 5318 (1)**", "**MORTGAGE FRAUD**" "**BREACH OF CONTRACT**", "**Discrimination**", "**The Information of Freedom Act 5 U.S.C. § 552**", **18 U.S. Code § 1012 DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federals codes violations that's enable **BORROWER** to claim our rights to give notice. Please do not construe these acts as any form of just law statements, in order for me to show or bring a cause of action, I must show where its violates these acts of law. I, also understands as a statement of fact that the banks and their assignee would have concerns in how to address the fact that I'm bringing forth information regarding how my name was misused in a form whereas the banks have problems proclaiming these facts.

On 07/28/2004 in amount for \$162,400 with a starting interest rate of 6.75%. We as the **BORROWERS** secured an fix rate FHA Toxic Mortgage Instrument with The First Mortgage Corp., MERS transferred to Wells Fargo Bank N.A., on our property located 4101 189th St. Country Club Hills Within Cook County state of Illinois. According to my alleged "**TOXIC MORTGAGE BOND**", I secure this contract with The First Mortgage Corp. and not Wells Fargo N.A. or MERS or any other mortgagee. Therefore, how can US Bank N.A. who act solely is the trustee and not the Certificateholder of the Note, whereas Wells Fargo Bank N.A. a/k/a Wells Fargo Mortgage Backed Securities is the Certificateholder. I'm not admitting that somewhere during the duration of this toxic mortgage bond I defaulted. Due to the fact I wasn't able to re-finance my loan as I was informed and my income decreased and my expenses increased. Wells Fargo Bank N.A. deliberately constructed this loan product in order for me to fail, this is a standard practice for them according to Department of justices.

"Thursday, July 12, 2012 African-American and Hispanic Borrowers Who Qualified for Loans and Were Charged Higher Fees or Rates or Were Improperly Placed into Subprime Loans Are Eligible for Compensation"

connection with identification documents") to make it a federal crime to—knowingly transfer or use, without lawful authority, means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law, or that constitutes The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. a felony under any applicable State or local law"

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.* As the BORROWER and homeowners with all "DUE RESPECT" demanding without any further delays and preventing any further legal action against "Wells Fargo and HSBC" that we resolve this matter with your legal department, upon resolutions we are willing to sign any agreements.

Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor

The BORROWER is seeking in return a clear re-conveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact WALTER WHITE at 708-372-5847

Your, Truly



Borrowers

All Rights Reserved, Without Prejudice UCC 1-308"

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

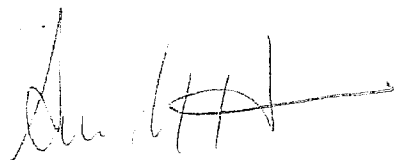
This 23 day of May, 2016. (Seal)

STATE OF ILLIONS)

) ss.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said Cook County, in the State of Illinois Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the affidavit.




AFFIDAVIT OF COMMERCE

<p>Equifirst Corporation/ WITHDRAWN 06 30 10 500 FOREST POINT CIRCLE CHARLOTTE NC 28273</p> <p>Barclays Capital Inc 200 Park Avenue New York, NY 10166</p>	<p>SEC. Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990.</p> <p>Attn: Fraud Dept Bank of New York Trust Company, N.A. 700 S Flower Street Los Angeles, CA 90017</p>
<p>Attn: Fraud Dept. Deutsche Bank National Trust Company 1761 East St. Andrew Place Santa Ana, CA. 92705</p>	<p>Attn: President HSI Asset Securitization Corporation 452 Fifth Avenue New York, New York 10018</p>
<p>Tristar Title, LLC/Involuntary Dissolution 03/12/2010 1919 S Highland Ave BLDG B 330 Lombard, IL 60148</p>	<p>Attn.: Dispute Dept. MERSCORP Holdings, Inc. 1818 Library St. Suite 300 Reston, VA 20190</p>
<p>U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17th Street, Suite 3200 Arlington VA 22209</p>	<p>Attn: Complaint for Fraud Office of the Attorney General Headquarters 441 4th Street, NW Washington DC 20001</p> <p>White House 1600 Pennsylvania Ave. NW Washington D.C. 20219</p>
<p>RE: KENNETH C. HARPER 1010 Mason Ave Chicago, IL 60644 Min: 100200100110 Original Loan: 0100110 Acct:</p>	<p>Attn: Fraud Dept/Consumer Complaint The Office of the Comptroller of the Currency 383 Madison Avenue 400 7th Street, SW Washington, D.C. 20219</p>

Dear Office of the President

KENNETH C. HARPER {hereinafter "BORROIR"} submit this sworn affidavit under oath within Cook, County in the State of Illinois in order to exercise my "Due Process" understanding that this testimony is not a request to validate my debt, but to tell how Equifirst Corp., stolen my identity. Please look very careful, because this affect. Barclays Capital Real Estate Inc. d/b/a HomeEq Servicing, as

servicer (the "Servicer"), Deutsche Bank National Trust Company, as trustee (the "Trustee"), and The Bank of New York Trust Company, N.A., as custodian. I submit this sworn affidavit under oath to state how this unlawful toxic alleged "Mortgage Bond" transaction has injured me both personally and financially. By demanding is to declare how/why I was victimized by the alleged parties associated with my loan transaction from the beginning of the process to foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse. Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful defective toxic mortgage bond transaction has injury my family. With all due respect the true meaning of an affidavit so there is no confusion or misunderstanding please take note:

{An affidavit ((/æfi'deivit/ A-fə-DAY-vət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.)

This affidavit is about "Due Process" and demand to reclaim my **IDENTITY** and fight for my "**RIGHTS**" for the original "**PROMISSORY NOTE**" and a right to bring forth proper cause of action. I also bring forth under the "**UNIFORM COMMERCIAL CODE**", **THE US PATRIOT ACT 5 31 U.S.C. § 5318 (1)**", "**MORTGAGE FRAUD**" "**BREACH OF CONTRACT**", "**Discrimination**", "**The Information of Freedom Act 5 U.S.C. § 552**", **18 U.S. Code § 1012 DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federals codes violations that's enable **BORROWER** to claim my rights and to give notice. Please do not construe these acts as any form of just law statements, in order for us to show or bring a cause of action, I must show where its violates these acts of law. I, also understands as a statement of fact that the banks and their assignee would have concerns in how to address the fact that I bring forth information regarding how my name was misused in a form whereas the banks have problems proclaiming these facts.

On 1/09/2007 in amount for \$217,800. With a starting interest rate of 6.25%. As the **BORROWER** I secured a Defective Toxic Mortgage Instrument with Equifirst Corp. on my property located at 1010 Mason Ave Chicago within the County of Cook, and the State of Illinois. Whereas Equifirst Corp., sold the 2007-1 series to Barclays Capital Inc., BCAP LLC, a Delaware limited liability company who became the Underwriter on behalf of EquiFirst Loan Securitization Trust 2007-1 Mortgage Pass-Through Certificates, Series 2007-1 in the original principal amount and with the designation described on as depositor, Barclays Capital Real Estate Inc. d/b/a HomEq Servicing, as servicer (the "Servicer"), and Deutsche Bank National Trust Company, as trustee and The Bank of New York Trust Company, N.A., as custodian.

Under these agreements, the originators have the obligation to remedy a material defect in the documentation constituting part of the mortgage file relating to the related mortgage loan. If such defect cannot be remedied, substitute or repurchase the defective mortgage loan. In addition, under these agreements, the originators and the sponsor make certain representations and warranties relating to, among other things; their ability to convey unencumbered good title to the mortgage loans. The underwriting criteria pursuant to which the mortgage loans were originated and certain other characteristics of the mortgage loans. A breach of any such representation and warranty that materially and adversely affects the value of the related mortgage loan will require the breaching party to either cure the breach or substitute or repurchase the affected mortgage loan. See "*Assignment of the Mortgage Loans*" in this prospectus supplement.

I do admit that in 2008 somewhere during the duration of this toxic mortgage bond I defaulted. Due to the fact that my predatory loan rate was 8.450% and I wasn't able to re-finance. Equifirst Corp., deliberately constructed this loan product in order for me to fail, this was standard practice for them. According Barclays closed EquiFirst in February 2009 after the U.S. market for its subprime.

I was liberally robbed and raped at the closing table. I was trapped by these unworthy pervasive banks who has violated my "Civil Rights" I was intentionally and wrongfully target by these alleged banks who claimed some form of ownership who shouldn't be allowed to file any foreclosure or had the sheriff to sale my home. Where is the justice????? The case stated below shows without a shadow of doubt the fraud that Equifirst committed against me by producing these toxic mortgages. {Exhibit included}

11-cv-02542

MASTR Asset Backed Securities Trust 2006HE3, by U.S. BANK NATIONAL MASTR Asset Backed Securities Trust 2006HE3, by U.S. BANK NATIONAL MASTR Asset Backed Securities Trust 2006HE3, by U.S. BANK NATIONAL ASSOCIATION, solely in its Capacity as the Trustee pursuant to a Pooling And Servicing Agreement, dated as of August 1, 2006 v. WMC MORTGAGE CORPORATION and EQUIFIRST CORPORATION,

"At the time that the Originators sold the Mortgage Loans to UBS, they made various representations and warranties regarding those Loans, including the representations that: (a) no fraud, error, misrepresentation, or gross negligence with respect to each Mortgage Loan had taken or would take place on the part of the Originators or mortgagors (the "No Fraud Clause"), and (b) each Mortgage Loan complied with the Originators' own underwriting requirements (the "Underwriting Standards"). The No Fraud Clause and the Underwriting Standards were meant to ensure that the Mortgage Loans met an agreed-upon level of creditworthiness and that the information provided by the Originators regarding those Loans was true and accurate for the purposes of, among other things, rating agencies' assignment of credit ratings to the Certificates and the payment of principal and interest on those Certificates."

African-American and Hispanic Borrower Who Qualified for Loans and were Charged Higher Fees or Rates or were Improperly Placed into Subprime Loans.

The court never demanded any proof of ownership in order to allow the foreclosure to proceed. Now! I must take a stand in order to defend my home according to this toxic mortgage bond. Which states in part: *{Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record}*

How can I defend my property when the mortgagee is counterclaiming every defense as the homeowner I bring forth? During the foreclosure procedure. Deutsche Bank National Trust file a second foreclosure against me, claiming I beach the contract. This bought on more than stress. I never had the opportunity to exercise my "Due Process".

Understanding what really happen to my name the day of closing and how so many unknown person/people has invaded my privacy, after reading this information from the Department of Justices this is unconstitutional. It all starts with the contract and explains how as the **BORROWER**, I was victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how I was

affected. Therefore, I must include specifics about the words I'm using herein. It all in the agreement, as follows:

Contracts

"Are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party."

The mortgage attorney-in-fact will make some outrageous statement concerning this statement about the contract, and how I should have knowledge of what I was signing under the state law. With all due respect we all been to a mortgage closing, there were no one present from Mortgage Electronic Registration Systems (MERS) rather they were part of this transaction or not. Nor any of the other alleged companies that claiming ownership of my loan.

Deutsche Bank unfortunate cannot state any legal claims against my property when in fact they are being patronized by the government according to which states in parts from the Securities and Exchange Commission:

Department of Justice

"NEW YORK – The United States has filed a civil mortgage fraud lawsuit against Deutsche Bank AG and its wholly owned subsidiary, MortgageIT Inc. The government's complaint seeks damages and civil penalties under the False Claims Act for repeated false certifications made to the U.S. Department of Housing and Urban Development (HUD) in connection with the residential mortgage origination and sponsorship practices of MortgageIT. To date, the Federal Housing Administration (FHA) has paid insurance claims on more than 3,100 mortgages, totaling \$386 million, for mortgages endorsed by MortgageIT."

This information should provide you without a doubt of how my family and I was harm by all the parties that's associated with my loan. Once this is brought to their attention they liberally go into denial. As the BORROWER understands by untaken on this serious problem, which is fraud and how the banks committed the fraud against me. There will be many questions, they will also try to deny everything, and fortunately I'm also aware there is no such thing as denial of the fraud that has been committed against me.

Also according to the lawsuit by Department of Justice which states;

"According to the government's complaint filed today in Manhattan federal court: Between 1999 and 2009, MortgageIT was an approved direct endorsement lender, and endorsed more than 39,000 mortgages for FHA insurance, totaling more than \$5 billion in underlying principal obligations. These mortgages were highly marketable for resale to investors because they were insured by the full faith and credit of the United States. MortgageIT and Deutsche Bank, which acquired MortgageIT in January 2007, made substantial profits through the resale of these endorsed FHA-insured mortgages."

There is a fatally defective legal bona fide controversy about my toxic mortgage contract. The pervasive misrepresentations of the BORROWER'S loan which falls within the asset backed securities. Accordingly, to my alleged toxic mortgage bond contract there's nothing stating about mortgage backed securities or any pass-through certificates. Therefore, a breach of contract has occurred. According to "Department of Justice" as stated above and the common law theories clearly states of negligence, gross negligence, indemnification, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing; which makes this contract null and voided. Please take note due to the facts that many sections the mortgage contract whether in part or whole was breached I cannot list them all.

Breach of Mortgage Contract in part:

Under Transfer of Rights in the Property; (ii) the performance of Borrower covenants And agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns.

This where it all begin, no one ever informed me as the **BORROWER** about MERS at the closing. As the **BORROWER'S**, believed the only entity was the lender who was funding the loan. This explains the statement below concerning another part of the breach of my contract.

That falls under Section 20. Sale of the Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer")

According to HUD I do have rights, that I'll now exercising those "Rights". Housing and Urban Development states:

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both."

This also a part of discrimination when Deutsche Bank attorney in fact failed to allow the full 30-days prior to filing the 2012 foreclosure. As the **BORROWER** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act, {FDCPA} as codified in 15 USC § 1692". Even if DEUTSCHE attorney in fact submit such notice as the **BORROWER** wasn't aware of the terminology "Dispute the Debt" which makes me an unsophisticated borrower. Rather, a debt collector violates the statue whenever its communications tend to deceive or mislead "Unsophisticated Consumer", whom the FD CPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

{15 USC 1692g} states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*

Has the **BORROWER I**, never had the opportunity to exercise my "Due Process" under the 14th Amendment of the United State Constitution During. I was approved for an unaffordable loan modification. Yes! I signed the alleged modification contract not realizing this alleged contract does not state the terms. Now you can clearly see why I must defend myself against these ruthless people. During the course of my research I discovered the reasons for the default and violations.

As a Borrower under these trade lines I have just as much rights as any other investors, assignees, or corporation to be able to defend my legal rights under the United State Constitution Deutsche Bank attorney-in-fact will try to use such statements as this; "14th Amendment does not apply to actions taken by "Private Parties", this is called "**Plausible deniability**" Which means so there cannot be no misunderstanding; {Urban Dictionary}

"A condition in which a subject can safely and believably deny knowledge of any particular truth that may exist because the subject is deliberately made unaware of said truth so as to benefit or shield the subject from any responsibility associated through the knowledge of such truth.

Also according to Law and Legal Dictionary:

"Plausible deniability refers to circumstances where a denial of responsibility or knowledge of wrongdoing cannot be proved as true or untrue due to a lack of evidence proving the allegation. This term is often used in reference to situations where high ranking officials deny responsibility for or knowledge of wrongdoing by low ranking officials. In those situations, officials can "plausibly deny" an allegation even though it may be true.

Please don't try to deny me of my "CIVIL RIGHTS".

The investors weren't the only parties that was fraudulently misused, investors shouldn't be the only ones who are entitled to defend and demand restitutions for their actions, the statement below is use just as an example of how RMBS Residential Mortgage-Backed Securities works.

"The Securities Exchange Commissioner (SEC) alleges that Bank of America structured and marketed a synthetic collateralized debt obligation (CDO) without informing investors that a hedge fund helped select the assets in the CDO portfolio and had a short position in more than half of those assets. As a result, the hedge fund was poised to benefit if the CDO assets it was selecting for the portfolio defaulted. violations of federal laws. Such as 18 U.S. Code § 1345 - Injunctions against fraud and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, *et seq.*;"

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that as the BORROWER'S my toxic mortgage bond would be pooled and sold on Wall Street.

This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the USA PATRIOT Act, 5 31 U.S.C. 5318(i),

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

According to this release by:

According to The Securities and Exchange Commission *Washington D.C., Sept. 22, 2014 — The Securities and Exchange Commission today charged Wells Fargo Advisors LLC with failing to maintain adequate controls to prevent one of its employees from insider trading based on a customer's nonpublic information. The SEC also charged Wells Fargo for unreasonably delaying its production of documents during the SEC's investigation and providing an altered internal document related to a compliance review of the broker's trading.*

Wells Fargo, which admits wrongdoing, has agreed to pay a \$5 million penalty to settle the SEC's charges, which are the first-ever against a broker-dealer for failing to protect a customer's material nonpublic information. When investors entrust private information to their stockbrokers or investment advisers, they have the right to expect that it will not be exploited," said Andrew J. Ceresney, Director of the SEC's Enforcement Division. "In this case — my first against a broker-dealer for failing to protect the nonpublic information conveyed by its customers — Wells Fargo failed to implement procedures to prevent misuse of such information.

Deutsche Bank attorney-in-fact will once again try to deny the truth about misuse of my identity and will claim "Identity Theft" raise no potential basis for liability might even say it's irrelevant. Once again this is called "**Plausible deniability**". Unless they can prove otherwise, that my loan wasn't part of any "Mortgage Backed Securities", and Nationstar, can prove they have "Clean Hands", then there can be no dispute or debate.

Here how it works so there's no misunderstanding and confusion about how my toxic loan became part of this allegedly private organization: in early 2007 when the housing market and the securities referencing it were beginning to show signs of distress. Synthetic CDO Squared were designed to, and did, result in leveraged exposure to the housing market and therefore magnified losses when the United States housing market experienced a downturn.

In this sample concerning how these allege investors took ownership without my permission as stated below:

*Bear, Stearns & Co. Inc.
383 Madison Avenue
New York, New York 10179*

Ladies and Gentlemen:

Wells Fargo Asset Securities Corporation, a Delaware corporation ("WFASC")

or the "Seller") proposes to issue and sell from time to time its Mortgage Pass-Through Certificates in various series, each series of which may be divided into classes, in one or more offerings on terms determined at the time of sale. One or more series of Mortgage Pass-Through Certificates may be offered through you, as underwriter (the "Underwriter"). Whenever WFASC determines to make an offering of a series of its Mortgage Pass-Through Certificates through the Underwriter, WFASC and Ills Fargo Bank, N.A., a national banking association (in such capacity, "Ills Fargo Bank"), will enter into an agreement (the "Terms Agreement") with the Underwriter, in substantially the form attached hereto as Exhibit A, providing for the sale of such series of Mortgage Pass-Through Certificates to the Underwriter. WFASC is a wholly-owned subsidiary of Ills Fargo Bank. The Mortgage Pass-Through Certificates of the series and classes to be sold in each offering to the Underwriter under this Underwriting Agreement, as supplemented by the applicable Terms Agreement, are hereinafter referred to as the "Certificates." The Mortgage Pass-Through Certificates of the same series that are not being sold in each offering to the Underwriter under this Underwriting Agreement are hereinafter referred to as the "Other Certificates." The Certificates will have the characteristics set forth in the applicable Terms Agreement and will evidence the ownership interests in a trust consisting of a pool (the "Mortgage Pool") of mortgage loans acquired by WFASC (the "Mortgage Loans") and related property but excluding the Fixed Retained Yield, if any, specified in the Terms Agreement (collectively, the "Trust Estate"). The Mortgage Loans will be of the type described in, and will have the characteristics and aggregate principal balance set forth in, the Prospectus Supplement (as hereinafter defined). Mortgage: The mortgage, deed of trust or other instrument creating a first lien on Mortgaged Property securing a Mortgage Note together with any Mortgage Loan Rider, if applicable

Let's start with Breaking down 'Collateralized Debt Obligation Squared - CDO-Squared'

"This is identical to a CDO except for the assets securing the obligation. Unlike the CDO, which is backed by a pool of bonds, loans and other credit instruments; CDO-squared arrangements are backed by CDO tranches. CDO-squared allows the banks to resell the credit risk that they have taken in CDOs."

In addition, the issuing entity and supplemental interest trust will own three interest rate corridor contracts and an interest rate swap agreement, respectively, purchased for the benefit of the offered certificates. The certificates offered by this prospectus supplement will be purchased by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as underwriter, from Merrill Lynch Mortgage Investors, Inc., as depositor, and are being offered by the underwriter from time to time for sale to the public in negotiated transactions or otherwise at varying prices to be determined at the time of sale originated or acquired the mortgage loans and will sell the mortgage loans to the depositor.

First Step: "RMBS 'Residential Mortgage-Backed Security (RMBS)'

A type of mortgage-backed debt obligation whose cash flows come from residential debt, such as mortgages, home-equity loans and subprime mortgages.

A residential mortgage-backed security is comprised of a pool of mortgage loans created by banks and other financial institutions. The cash flows from each of the pooled mortgages is packaged by a special purpose entity into classes and tranches, which then issues securities and can be purchased by investors".

My loan was pooled and packaged into these Securities and label as RMBS afterward was classed according to my FICO score which means identity theft and then place into these tranches. What is "Tranches

Breaking down "Tranches":

"Tranche is a term often used to describe a specific class of bonds within an offering wherein each tranche offers varying degrees of risk to the investor.

For example, a CMO offering a partitioned MBS portfolio might have mortgages

(tranches) that have one-year, two- year, five-year and 20-year maturities. It can also refer to segments that are offered domestically and internationally”.

Collateralized Mortgage Obligation –

“ CMO'A type of mortgage-backed security in which principal repayment are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche)”. tranche)”.

Under this sworn affidavit I set forth this cause of action, of how and why “The Fair Debt Collection Practice Act” label Borrower as “Unsophisticated Consumer”, because this body of government knew I in advance that I became victims of the trading market predators. This affidavit applies to all parties involved in this transaction.

§ __.90(b)(9) **Red Flag.** The proposed regulations defined “Red Flag” as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a “possible risk” of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft. containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

How can I as a Homeowner receive equal justices when the bank refuses to uphold their own policy.

Equifirst Corp, and Deutsche Bank and all parties associated with this transaction as violated my privacy when they launched a credit report and shared it with other parties without my permission which affects “Privacy obligation policy. Please pay close attention to the highlighted part of this Act under:

The Gramm-Leach-Bliley Act (GLB Act or GLBA):

also known as the Financial Modernization Act of 1999, is a federal law enacted in the United States to control the ways that financial institutions deal with the private information of individuals. The Act consists of three sections: The Financial Privacy Rule, which regulates the collection and disclosure of private financial information; the Safeguards Rule, which stipulates that financial institutions must implement security programs to protect such information; and the Pretexting provisions, which prohibit the practice of pretexting (accessing private information using false pretenses). The Act also requires financial institutions to give customers written privacy notices that explain their information-sharing practices.

“is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers’ nonpublic personal information.

(b) **FINANCIAL INSTITUTIONS SAFEGUARDS** In furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction

confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer.” 15 U.S.

Code § 6801 - Protection of nonpublic personal information

“(a) **NOTICE REQUIREMENTS**

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title.”

As Ill as This also violates his “Privacy Act” which states:

“5 U.S.C. § 552a(g)(4)(A).

“Holver, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Cmyt in Doe v. Chao resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), aff’g 306 F.3d 170 (4th Cir. 2002). In Doe, the

Supreme Cmyt was petitioned to review a decision by the Cmyt of Appeals for the Fmyth Circuit in which a divided panel of the Fmyth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. Doe v. Chao, 306 F.3d at 177-79. One district cmyt has applied the doctrine of mitigation to certain Privacy Act claims, holding that “an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure.” Beaven v. DOJ, No 03-84 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that “plaintiffs’ out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm Ire caused by the instant Privacy Act violation”), aff’in part, rev’d in part & remanded on other grounds, 622 F. 3d 540 (6th Cir. 2010).

Note: “The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrower who claim that the defendant banks fraudulently misrepresented the “prime rate” of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities”.

Department of Justices:

The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes

schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; *Skilling v. United States*, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the Borrower.

As the **BORROWER**, I truly can say yes to the highlighted statement above, and yes I have demonstrated how my names was abused, upon any internal investigation the government will find beyond a reasonable doubt my identity has been misused. I'm demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to me the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrower who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

Remember! It's is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; *Skilling v. United States*, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the Borrower.

False personation can

" be defined as "the crime of falsely assuming the identity of another to gain a benefit or avoid an expense."It wasn't until Congress passed the Identity Theft and Assumption Deterrence Act of 1998 that identity theft was officially listed as a federal crime. The act strengthened the criminal laws governing identity theft. Specifically, it amended 18 U.S.C. § 1028 ("Fraud and related activity in connection with identification documents") to make it a federal crime to—knowingly transfer or use, without lawful authority, means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law, or that constitutes The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. a felony under any applicable State or local law"

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.* As the **BORROWER** and homeowners with all "DUE RESPECT" demanding without any further delays and preventing any further legal action against "Bank of America N.A. and MERS" that I resolve this matter with your legal department, upon resolutions I'm willing to sign any agreements.

Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor

I hope that I can resolve this issue without any further legal action. Please contact KENNETH C. HARPER at 773-979-5100

Kenneth Harper

Your, Truly

KENNETH C. HARPER

Borrower

All Rights Reserved, Without Prejudice UCC 1-308"

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

This 24 day of May, 2016. (Seal)

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said Cook County, in the State of Illinois Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the affidavit.

Sheneatha L Seaton

Notary

Wells Fargo Mortgage Backed Securities 7485 NEW HORIZON WAY FREDERICK, MD 21703	THE FIRST MORTGAGE CORPORATION DISSOLVED 07 11 14 19831 GOVERNORS HWY FLOSSMOOR 60422 Attn: Fraud Dept. Wells Fargo Bank N.A. 180 Madison Ave, New York, NY 10016
Attn: Mr. President White House 1600 Pennsylvania Ave. NW Washington D.C. 20219 SEC, Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990.	Attn.; Dispute Dept. MERSCORP Holdings, Inc. 1818 Library St. Suite 300 Reston, VA 20190
Attn: Fraud Dept/Consumer Complaint The Office of the Comptroller of the Currency 383 Madison Avenue 400 7 th Street, SW Washington, D.C. 20219	U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17th Street, Suite 3200 Arlington VA 22209
RE: RENNA THOMAS 5456 W. Ferdinand St. Chicago, IL 60644 Min: 100085804915573134 Original Loan: 5573134 Loan: 04-12332 Acc: 1245769	Illinois Attorney General Consumer Fraud Bureau 500 South Second Street Springfield, IL 62706
	Office of the Attorney General Headquarters 441 4th Street, NW Washington DC 20001

5/19/2016

AFFIDAVIT OF COMMERCE
Of

Dear Office of the President

RENNA THOMAS (hereinafter "**BORROWERS**") submit this sworn affidavit under oath within Cook County in the State of Illinois in order to exercise their "Due Process" understanding that this testimony is not a request to validate his debt, but to tell how Wells Fargo Bank N.A. stole their identity. Please look very careful, because this affect Wells Fargo Bank N.A., who act solely both the Servicer and the master servicer, US Bank N.A. as solely as the trustee. We submit this sworn affidavit under oath to state how this unlawful toxic alleged "Mortgage Bond" transaction has injury us both personally and financially. By demanding is to declare how/why I was victimized by the alleged parties associated with my loan transaction from the beginning of the process to foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse. Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful mortgage bond transaction has injury my family. With all due respect the true meaning of an affidavit so there is no confusion or misunderstanding please take note:

{An affidavit ((/ æfiˈdeɪvɪt/ A-fə DAY-vət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.)

This affidavit is about "Due Process" and demand to reclaim my **IDENTITY** and fight for my "**RIGHTS**" for the original "**PROMISSORY NOTE**" and a right to bring forth proper cause of action. I'm also bringing forth under the "**UNIFORM COMMERCIAL CODE**", **THE US PATRIOT ACT 5 31 U.S.C. § 5318 (1)**", "**MORTGAGE FRAUD**" "**BREACH OF CONTRACT**", "**Discrimination**", "**The Information of Freedom Act 5 U.S.C. § 552**", 18 U.S. Code § 1012 **DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federal codes violations that's enable **BORROWER** to claim our rights to give notice. Please do not construe these acts as any form of just law statements, in order for me to show or bring a cause of action, I must show where its violates these acts of law. I, also understands as a statement of fact that the banks and their assignee would have concerns in how to address the fact that I'm bringing forth information regarding how my name was misused in a form whereas the banks have problems proclaiming these facts.

On 06/25/2004 in amount for \$164,000 with a starting interest rate of 6.75%. As the **BORROWERS** secured a "Defective Toxic Mortgage Instrument" with Wells Fargo N.A., MERS transferred to Wells Fargo Bank N.A., on our property located 5456 Ferdinino Chicago, Cook County state of Illinois. According to my alleged "**TOXIC MORTGAGE BOND**", I secure this contract with Wells Fargo N.A. not with MERS or any other mortgagee. Therefore, **WELLS FARGO BANK, N.A.**, acting as Servicer **WELLS FARGO ASSET SECURITIES CORPORATION**, as the Depositor and **HSBC Bank USA, National Association**, as the Trustee. not the Certificateholder of the Note, whereas Wells Fargo Bank N.A. a/k/a Wells Fargo Mortgage Backed Securities is the Certificateholder.

I'm not admitting that somewhere during the duration of this toxic mortgage bond I defaulted. Due to the fact I wasn't able to re-finance my loan as I was informed my Wells Fargo I wasn't able to re-finance. My default was due to loss of income. Wells Fargo Bank N.A. deliberately constructed this loan product in order for me to fail, this is a standard practice for them according to Department of justices.

"Thursday, July 12, 2012 African-American and Hispanic Borrowers Who Qualified for Loans and Were Charged Higher Fees or Rates or Were Improperly Placed into Subprime Loans Are Eligible for Compensation"

"The Department of Justice today filed the second largest fair lending settlement in the department's history to resolve allegations that Wells Fargo Bank, the largest residential home mortgage originator in the United States, engaged in a pattern or practice of discrimination against qualified African-American and Hispanic borrowers in its mortgage lending from 2004 through 2009."

Wells Fargo N.A. filed foreclosure within Cook County Circuit Court as case No. 05 ch 06142.

Before realizing what happen to me after the closing of this toxic mortgage deal. The assignment of mortgage naming Wells Fargo as owner of our title and recorded within Cook County Recorder of Deeds. Where/who hold the original "Promissory Note". As the Borrowers/homeowners in this country would have known the truth about these so called **Negotiable Instruments**. There would have been many questions asked before signing any alleged contracts.

I was liberally robbed and raped at the closing table. I was trapped by these unworthy pervasive banks who has violated my "Civil Rights" I was intentionally and wrongfully target by these alleged banks who claimed some form of ownership who would have been allowed to sell my home at a sheriff sale. Where's the justice?????

The court never demanded any proof of ownership in order to allow the foreclosure to proceed. Now! I must take a stand in order to defend my property according to this toxic mortgage bond. If the selling of my home take place this will leave my family homelessness.

Losing my home due to improper and wrongful foreclosure would cause a high increase of stress on both my family and I. I never had the opportunity to exercise my "Due Process" with the alleged bank.

The loan wasn't originally transferred to Wells Fargo prior to the filing of the foreclosure.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2] Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. - . . . assignment."

Sec. (vi) if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "*Intervening Assignment*"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines.

Understanding what really happen to my name the day of closing and how so many unknown person/people has invaded my privacy, after reading this information from the Department of Justices this is unconstitutional. It all starts with the contract and explains how as the **BORROWER**, I was victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how I was effected. Therefore, I must include specifics about the words I'm using herein. It all in the agreement, as follows:

Contracts

"Are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise

when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party."

The mortgage attorney-in-fact will make some outrageous statement concerning this statement about the contract, and how I should have knowledge of what I was signing under the state law. With all due respect we all been to a mortgage closing there were no one present from MERS rather they were part of this transaction or not. Nor any of the other alleged companies that claiming ownership of I loan. Matter of fact I had no knowledge of MERS until they were exposed in 2007 by Fox News, this what started the housing market to burst.

This information should provide you without a doubt of how my family was harm by all the parties that's associated with my loan. If Wells Fargo can harm this Country with this type of illegal criminal activities, what do they care about illegally taking our identity and capitalizing on without our permission? Upon bring this to their attention they liberally go into denial.

There is a fatally defective legal bona fide controversy about our toxic mortgage contract. The pervasive misrepresentations of the **BORROWER'S** loan which falls within the asset backed securities. Accordingly, to our alleged toxic mortgage bond contract there's nothing stating about mortgage backed securities or any pass-through certificates. Therefore, a breach of contract has occurred. According to "Department of Justice" and the common law theories clearly states of negligence, gross negligence, indemnification, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing; which makes this contract null and voided. Please take note due to the facts that many sections the mortgage contract whether in part or whole was breached I cannot list them all.

Breach of Mortgage Contract in part:

Under Transfer of Rights in the Property; (ii) the performance of Borrower's covenants And agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns.

This where it all begin, no one ever informed the **BORROWERS** about MERS at the closing. As far as we the **BORROWER'S**, believed the only entity was the lender who was funding the loan. This explains the statement below concerning another part of the breach of my contract.

That falls under Section 20. Sale of the Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer")

According to HUD I do have rights, that I'm now exercising these "Rights".

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both."

This also a part of discrimination when HSBC attorney in fact failed to allow the full 30-days prior to filing the 2005 foreclosure. Giving us the **BORROWERS** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act, {FDCPA} as codified in 15 USC § 1692". Even if HSBC attorney in fact submit such notice we as the **BORROWERS** wasn't aware of the terminology "Dispute the Debt" which makes us an unsophisticated borrower. Rather, a debt collector violates the statute whenever its communications tend to deceive or mislead "Unsophisticated Consumer", whom the FDCPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

[15 USC 1692g] states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.
(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*

Has the **BORROWER** I never had the opportunity to exercise our "Due Process" under the 14th Amendment of the United State Constitution During. We were approved for an unaffordable loan modification. Yes! We signed the modification not realizing this alleged contract does not state the terms in which we were modified. We unsuccessfully tried to work out a different plan with Wells Fargo in order for us to afford the payments, that got us nowhere. During the course of my research we discovered the reasons for the default and violations. As a Borrower under these trade lines we have just as much rights as any other person, or corporation to be able to define our legal rights under the United State Constitution. HSBC or Wells Fargo attorney-in-fact will use such statements as this; "14th Amendment does not apply to actions taken by "Private Parties", this is called "**Plausible deniability**"

Which means so there cannot be no misunderstanding; {Urban Dictionary}

"A condition in which a subject can safely and believably deny knowledge of any particular truth that may exist because the subject is deliberately made unaware of said truth so as to benefit or shield the subject from any responsibility associated through the knowledge of such truth.

Also according to Law and Legal Dictionary:

"Plausible deniability refers to circumstances where a denial of responsibility or Knowledge of wrongdoing cannot be proved as true or untrue due to a lack of evidence proving the allegation. This term is often used in reference to situations where

high ranking officials deny responsibility for or knowledge of wrongdoing by lower ranking officials. In those situations officials can "plausibly deny" an allegation even though it may be true.

Please don't try to deny me my "CIVIL RIGHTS".

The investors weren't the only parties that was fraudulently misused, investors shouldn't be the only ones who are entitled to defend and demand restitutions for their actions, according to this statement.

"The Securities Exchange Commission (SEC) alleges that J.P. Morgan structured and marketed a synthetic collateralized debt obligation (CDO) without informing investors that a hedge fund helped select the assets in the CDO portfolio and had a short position in more than half of those assets. As a result, the hedge fund was poised to benefit if the CDO assets it was selecting for the portfolio defaulted. violations of federal laws. Such as 18 U.S. Code § 1345 - Injunctions against fraud and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, et seq.;"

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that we as the BORROWER'S our toxic mortgage bond would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(l)**,

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

Wells Fargo Bank attorney-in-fact will once again try to deny the truth about misuse of our identity and will claim "Identity Theft" raise no potential basis for liability might even say it's irrelevant. Once again this is called "**Plausible deniability**". Unless they can prove otherwise, that my loan wasn't part of any "Mortgage Backed Securities", then they can claim it's irrelevant.

Here how it works so there's no misunderstanding and confusion about how my toxic loan became part of this allegedly private organization: in early 2007 when the housing market and the securities referencing it were beginning to show signs of distress. Synthetic CDO Squared were designed to, and did, result in leveraged exposure to the housing market and therefore magnified losses when the United States housing market experienced a downturn.

As a stated below:

Bear, Stearns & Co. Inc.
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

Wells Fargo Asset Securities Corporation, a Delaware corporation ("WFASC" or the "Seller") proposes to issue and sell from time to time its Mortgage Pass-Through Certificates in various series, each series of which may be divided into classes, in one or more offerings on terms determined at the time of sale. One or more series of Mortgage Pass-Through Certificates may be offered through

you, as underwriter (the "Underwriter"). Whenever WFASC determines to make an offering of a series of its Mortgage Pass-Through Certificates through the Underwriter, WFASC and Wells Fargo Bank, N.A., a national banking association (in such capacity, "Wells Fargo Bank"), will enter into an agreement (the "Terms Agreement") with the Underwriter, in substantially the form attached hereto as Exhibit A, providing for the sale of such series of Mortgage Pass-Through Certificates to the Underwriter. WFASC is a wholly-owned subsidiary of Wells Fargo Bank. The Mortgage Pass-Through Certificates of the series and classes to be sold in each offering to the Underwriter under this Underwriting Agreement, as supplemented by the applicable Terms Agreement, are hereinafter referred to as the "Certificates." The Mortgage Pass-Through Certificates of the same series that are not being sold in each offering to the Underwriter under this Underwriting Agreement are hereinafter referred to as the "Other Certificates." The Certificates will have the characteristics set forth in the applicable Terms Agreement and will evidence the ownership interests in a trust consisting of a pool (the "Mortgage Pool") of mortgage loans acquired by WFASC (the "Mortgage Loans") and related property but excluding the Fixed Retained Yield, if any, specified in the Terms Agreement (collectively, the "Trust Estate"). The Mortgage Loans will be of the type described in, and will have the characteristics and aggregate principal balance set forth in, the Prospectus Supplement (as hereinafter defined). Mortgage: The mortgage, deed of trust or other instrument creating a first lien on Mortgaged Property securing a Mortgage Note together with any Mortgage Loan Rider, if applicable

Let's state with Breaking down 'Collateralized Debt Obligation Squared - CDO-Squared'

"This is identical to a CDO except for the assets securing the obligation. Unlike the CDO, which is backed by a pool of bonds, loans and other credit instruments; CDO-squared arrangements are backed by CDO tranches. CDO-squared allows the banks to resell the credit risk that they have taken in CDOs."

In addition, the issuing entity and supplemental interest trust will own three interest rate corridor contracts and an interest rate swap agreement, respectively, purchased for the benefit of the offered certificates. The certificates offered by this prospectus supplement will be purchased by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as underwriter, from Merrill Lynch Mortgage Investors, Inc., as depositor, and are being offered by the underwriter from time to time for sale to the public in negotiated transactions or otherwise at varying prices to be determined at the time of sale originated or acquired the mortgage loans and will sell the mortgage loans to the depositor.

First Step: "RMBS 'Residential Mortgage-Backed Security (RMBS)'

A type of mortgage-backed debt obligation whose cash flows come from residential debt, such as mortgages, home-equity loans and subprime mortgages.

A residential mortgage-backed security is comprised of a pool of mortgage loans created by banks and other financial institutions. The cash flows from each of the pooled mortgages is packaged by a special purpose entity into classes and tranches, which then issues securities and can be purchased by investors".

My loan was pooled and packaged into these Securities and label as RMBS afterward was classed according to my FICO score which means identity theft and then place into these tranches. What is "Tranches

Breaking down "Tranches":

"Tranche is a term often used to describe a specific class of bonds within an offering wherein each tranche offers varying degrees of risk to the investor.

For example, a CMO offering a partitioned MBS portfolio might have mortgages (tranches) that have one-year, two-year, five-year and 20-year maturities. It can also refer to segments that are offered domestically and internationally".

Collateralized Mortgage Obligation --

“CMO'A type of mortgage-backed security in which principal repayment are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche)". tranche)".

Under this sworn affidavit I set forth this cause of action, of how and why “The Fair Debt Collection Practice Act” label Borrowers as “Unsophisticated Consumer”, because this body of government knew well in advance that we became victims of the trading market predators. This affidavit applies to all parties involved in this transaction.

§ __.90(b)(9) **Red Flag.** The proposed regulations defined “Red Flag” as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a “possible risk” of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft. containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

How can I as a Homeowner receive equal justices when the bank refuses to uphold their own policies such as their code of ethics:

CODE OF ETHICS of Wells Fargo Bank N.A.

“In addition, you are expected to protect Wells Fargo’s assets from theft, waste, or loss and ensure their efficient use. Wells Fargo’s assets include physical and intellectual property, such as Wells Fargo’s brand, trademarks, copyrights, trade secrets, and patents, as well as the confidential and proprietary information described under the Preserve Confidentiality section (Section IV) of this Code. While it is not Wells Fargo’s intent to claim ownership of intellectual property that is unrelated to Wells Fargo’s business, any intellectual property invented, created, designed, or conceived by a team member while employed by Wells Fargo and that may relate to any business of Wells Fargo must be disclosed to Wells Fargo and shall, at Wells Fargo’s option, become the sole property of Wells Fargo. Wells Fargo’s assets may only be used for legitimate purposes. Any improper use of Wells Fargo’s assets, whether for personal or business purposes, including the misapplication or improper use of corporate or customer funds or property or the unauthorized use or publication of intellectual property, is prohibited and may be unlawful. As you can clearly understand the purpose of this affidavit as stated above how I can truly say that my contract is defective as well as toxic. And JP Morgan Chase abused their position with the government and violated Federal Laws and Regulations according the statement below.”

Wells Fargo and HSBC both as violated our privacy when they launched a credit report and shared it with other parties without our permission which affects “Privacy obligation policy under:

The Gramm-Leach-Bliley Act (GLB Act or GLBA):

also known as the Financial Modernization Act of 1999, is a federal law enacted in the United States to control the ways that financial institutions deal with the private information of individuals. The Act consists of three sections: The Financial Privacy Rule, which regulates the collection and disclosure of private financial information; the Safeguards Rule, which stipulates that financial institutions must implement security programs to protect such information; and the Pretexting provisions, which prohibit the practice of pretexting (accessing private information using false pretenses). The Act also requires financial institutions to give customers written privacy notices that explain their information-sharing practices.

“is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers’ nonpublic personal information.

(b) FINANCIAL INSTITUTIONS SAFEGUARDS IN furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction

confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer.”15 U.S.

Code § 6801 - Protection of nonpublic personal information

“(a) NOTICE REQUIREMENTS

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title.”

As well as This also violates his “Privacy Act” which states:

“5 U.S.C. § 552a(g)(4)(A).

“However, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Court in *Doe v. Chao* resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), *aff’g* 306 F.3d 170 (4th Cir. 2002). In *Doe*, the

Supreme Court was petitioned to review a decision by the Court of Appeals for the Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79.

One district court has applied the doctrine of mitigation to certain Privacy Act claims, holding that “an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure.” *Beaven v. DOJ*, No 03-84 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that “plaintiffs’ out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm were caused by the instant Privacy Act violation”), *aff’ in part, rev’d in part & remanded on other grounds*, 622 F. 3d 540 (6th Cir. 2010).

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

Department of Justices:

The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; *Skilling v. United States*, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the Borrower.

As the **BORROWER** are demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

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False personation can

" be defined as "the crime of falsely assuming the identity of another to gain a benefit or avoid an expense."It wasn't until Congress passed the Identity Theft and Assumption Deterrence Act of 1998 that identity theft was officially listed as a federal crime. The act strengthened the criminal laws governing identity theft. Specifically, it amended 18 U.S.C. § 1028 ("Fraud and related activity in connection with identification documents") to make it a federal crime to—knowingly transfer or use, without lawful authority, means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law, or that constitutes The foreseeable furtherance, (2) of

a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense.
a felony under any applicable State or local law"

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.* As the **BORROWER** and homeowners with all "DUE RESPECT" demanding without any further delays and preventing any further legal action against "Wells Fargo and HSBC" that we resolve this matter with your legal department, upon resolutions we are willing to sign any agreements.

Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor

The **BORROWER** is seeking in return a clear re-conveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact **RENNA THOMAS 773-999-5627**

Your, Truly
RENNA THOMAS

Renna Thomas

Borrowers

All Rights Reserved, Without Prejudice UCC 1-308"

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

This 24 day of May, 2016. (Seal)

STATE OF ILLIONS)

) ss.

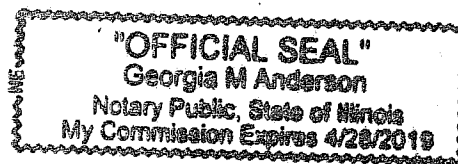
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said Cook County, in the State of Illinois Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the affidavit.

NOTARY:

Georgia M Anderson
740 Old Meadows Rd
Matteson, IL 60443
708-692-5486

4/28/19



AFFIDAVIT OF COMMERCE

Attn: Fraud Dept. Bank of America 100 North Tryon Street, Charlotte, North Carolina 28255.	SEC, Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990.
Attn: Fraud Dept. Deutsche Bank National Trust Company 1761 East St. Andrew Place Santa Ana, CA. 92705	Attn: President HSI Asset Securitization Corporation 452 Fifth Avenue New York, New York 10018
Countrywide Home Loans, Inc.'s/ACTIVE 12/02/2015 4500 Park Granada Calabasas, CA. 91302 Tristar Title, LLC/Involuntary Dissolution 03/12/2010 1919 S Highland Ave BLDG B 330 Lombard, IL 60148	Attn.; Dispute Dept. MERSCORP Holdings, Inc. 1818 Library St. Suite 300 Reston, VA 20190
U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17th Street, Suite 3200 Arlington VA 22209	Attn: Complaint for Fraud Office of the Attorney General Headquarters 441 4th Street, NW Washington DC 20001 ATTN: Mr. President White House 1600 Pennsylvania Ave. NW Washington D.C. 20219
RE: LINDA BARKER Property Adree 1726 N. Parkside Chicago, IL 60639 Mailing Address P.O. Box 440044 Chicago IL.60644 Min: 1000157-0006895443-3 Original Loan: 6895443 Acct:	Attn: Fraud Dept/Consumer Complaint The Office of the Comptroller of the Currency 383 Madison Avenue 400 7 th Street, SW Washington, D.C. 20219

Dear Office of the President

LINDA BARKER {hereinafter "**BORROIR**" } submit this sworn affidavit under oath within Cook, County in the State of Illinois in order to exercise my "Due Process" understanding that this testimony is not a request to validate my debt, but to tell how Countrywide Home Loans Inc., a/k/a Bank of America N.A. stolen my identity. Please look very careful, because this affect Countrywide Home Loans Inc. act as the Sponsor and Bank of America N.A., I submit this sworn affidavit under oath to state how this unlawful toxic alleged "Mortgage Bond" transaction has injured us both personally and financially. By demanding is to declare how/why I was victimized by the alleged parties associated with my loan

transaction from the beginning of the process to foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse.

Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful defective toxic mortgage bond transaction has injury my family. With all due respect the true meaning of an affidavit so there is no confusion or misunderstanding please take note:

{An affidavit ((/æfi'dɛvɪt/ A-fə-**DAY**-vət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.)

This affidavit is about "Due Process" and demand to reclaim my **IDENTITY** and fight for my "**RIGHTS**" for the original "**PROMISSORY NOTE**" and a right to bring forth proper cause of action. I also bring forth under the "**UNIFORM COMMERCIAL CODE**", **THE US PATRIOT ACT 5 31 U.S.C. § 5318 (1)**", "**MORTGAGE FRAUD**" "**BREACH OF CONTRACT**", "**Discrimination**", "**The Information of Freedom Act 5 U.S.C. § 552**", **18 U.S. Code § 1012 DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federal codes violations that's enable **BORROWER** to claim my rights and to give notice. Please do not construe these acts as any form of just law statements, in order for us to show or bring a cause of action, I must show where its violates these acts of law. I, also understands as a statement of fact that the banks and their assignee would have concerns in how to address the fact that I're bringing forth information regarding how my name was misused in a form whereas the banks have problems proclaiming these facts.

On 10/26/2006 in amount for \$217,800. With a starting interest rate of 6.25%. As the **BORROWER** I secured an Interest Only Toxic Mortgage Instrument with Countrywide Home Loans Inc., on my property located Chicago, Illinois According to my alleged "**TOXIC MORTGAGE BOND**", I secure this contract with Countrywide Home Loans Inc., a/k/a Bank of America. Mortgage Pass-Through Certificates, Series 2006-HE1 HSI Asset Securitization Corporation Trust 2006-HE1 Issuing Entity HSI Asset Securitization Corporation Depositor HSBC Bank USA, National Association Sponsor and Seller Ills Fargo Bank, N.A. Servicer and Master Servicer Countrywide Home Loans Servicing LP Servicer

Under these agreements, the originators have the obligation to remedy a material defect in the documentation constituting part of the mortgage file relating to the related mortgage loan, or if such defect cannot be remedied, substitute or repurchase the defective mortgage loan. In addition, under these agreements, the originators and the sponsor make certain representations and warranties relating to, among other things, their ability to convey unencumbered good title to the mortgage loans, the underwriting criteria pursuant to which the mortgage loans I're originated and certain other characteristics of the mortgage loans. A breach of any such representation and warranty that materially and adversely affects the value of the related mortgage loan will require the breaching party to either cure the breach or substitute or repurchase the affected mortgage loan. See "**Assignment of the Mortgage Loans**" in this prospectus supplement.

I do admit that somewhere during the duration of this toxic mortgage bond I defaulted. Due to the fact I wasn't able to re-finance my loan as I was informed and my income decreased due to retirement and health related issues my expenses increased. Countrywide Home Loan Inc., deliberately constructed this loan product in order for me to fail, this is a standard practice for them according to Department of justices which released this:

"Thursday, July 12, 2012 African-American and Hispanic Borrower Who Qualified for Loans and were Charged Higher Fees or Rates or were Improperly Placed into Subprime Loans Are Eligible for Compensation"

"The Department of Justice today filed the second largest fair lending settlement in the department's history to resolve allegations that Wells Fargo Bank, the largest residential home mortgage originator in the United States, engaged in a pattern or practice of discrimination against qualified African-American and Hispanic borrowers who mortgage lending from 2004 through 2009."

I was liberally robbed and raped at the closing table. I was trapped by these unworthy pervasive banks who has violated my "Civil Rights" I was intentionally and wrongfully target by these alleged banks who claimed some form of ownership who shouldn't be allowed to file any foreclosure or had the sheriff to sale my home. Where is the justice????? The court never demanded any proof of ownership in order to allow the foreclosure to proceed. Now! I must take a stand in order to defend my home according to this toxic mortgage bond. Which states in part: *{Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record}*

How can I defend my property when the mortgagee is counterclaiming every defense as the homeowner I bring forth? During the foreclosure procedure. Bank of America failing to accept my documents without any proper cause and forcing me into further debt. This bought on more than stress. I never had the opportunity to exercise my "Due Process" with the alleged bank.

Understanding what really happen to my name the day of closing and how so many unknown person/people has invaded my privacy, after reading this information from the Department of Justices this is unconstitutional. It all starts with the contract and explains how as the **BORROWER**, I was victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how I was affected. Therefore, I must include specifics about the words I'm using herein. It all in the agreement, as follows:

Contracts

"Are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party."

The mortgage attorney-in-fact will make some outrageous statement concerning this statement about the contract, and how I should have knowledge of what I was signing under the state law. With all due respect we all been to a mortgage closing, there were no one present from Mortgage Electronic Registration Systems (MERS) rather they were part of this transaction or not. Nor any of the other alleged companies that claiming ownership of my loan.

Bank of America unfortunate cannot state any legal claims against my property when in fact they are being patronized by the government according to which states in parts from the Securities and Exchange Commission:

FOR IMMEDIATE RELEASE

2013-148

Washington D.C., Aug. 6, 2013 —

The Securities and Exchange Commission today charged Bank of America and two subsidiaries with defrauding investors in an offering of residential mortgage-backed securities (RMBS) by failing to disclose key risks and misrepresenting facts about the underlying mortgages.

The SEC alleges that Bank of America failed to tell investors that more than 70 percent of the mortgages backing the offering — called BOAMS 2008-A — originated through the bank's "wholesale" channel of mortgage brokers unaffiliated with Bank of America entities. Bank of America knew that such wholesale channel loans — described by Bank of America's then-CEO as "toxic waste" — presented vastly greater risks of severe delinquencies, early defaults, underwriting defects, and prepayment. These risks all directly impact the returns to RMBS investors, however Bank of America only selectively disclosed the percentage of wholesale channel loans to a limited group of institutional investors. Bank of America never disclosed this material information to all investors and never filed it publicly as required under the federal securities laws.

"In its own words, Bank of America 'shifted the risk' of loss from its own books to unsuspecting investors, and then ignored its responsibility to make a full and accurate disclosure to all investors equally," said George S. Canellos, Co-Director of the SEC's Division of Enforcement. "This is one in a long line of RMBS-related enforcement actions brought by the SEC to hold entities accountable for wrongdoing connected to the financial crisis."

This information should provide you without a doubt of how my family was harm by all the parties that's associated with my loan. Bank of America once this is brought to their attention they liberally go into denial. As the BORROWER understands by untaken on this serious problem, which is fraud and how the banks committed the fraud against us. There will be many questions, they will also try to deny everything, and fortunately I'm also aware there is no such thing as denial of the fraud committed against me.

FOR IMMEDIATE RELEASE

Tuesday, August 6, 2013

DEPARTMENT OF JUSTICE SUES BANK OF AMERICA FOR DEFRAUDING INVESTORS IN CONNECTION WITH SALE OF OVER \$850 MILLION OF RESIDENTIAL MORTGAGE-BACKED SECURITIES

Attorney General Eric Holder and U.S. Attorney for the Western District of North Carolina Anne M. Tompkins announced today that the United States has filed a civil lawsuit against Bank of America Corporation and certain of its affiliates, including Merrill Lynch, Pierce, Fenner & Smith f/k/a/ Banc of America Securities, LLC, Bank of America, N.A., and Banc of America Mortgages Securities, Inc. (collectively "Bank of America"). The complaint alleges that Bank of America lied to investors about the relative riskiness of the mortgage loans backing the residential mortgage-backed securities (RMBS), made false statements after intentionally not performing proper due diligence and filled the securitization with a disproportionate amount of risky mortgages originated through third party mortgage brokers.

This announcement is part of the ongoing efforts of President Obama's Financial Fraud Enforcement Task Force's RMBS Working Group and is accompanied by an announcement by the Securities and Exchange Commission (SEC) that it has filed civil charges in federal court in Charlotte, N.C. against Bank of America for defrauding investors.

There is a fatally defective legal bona fide controversy about my toxic mortgage contract. The pervasive misrepresentations of the BORROWER'S loan which falls within the asset backed securities. Accordingly, to my alleged toxic mortgage bond contract there's nothing stating about mortgage backed securities or any pass-through certificates. Therefore, a breach of contract has occurred. According to "Department of Justice" as stated above and the common law theories clearly states of negligence, gross negligence, indemnification, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing; which makes this contract null and voided. Please take note due to the facts that many sections the mortgage contract whether in part or whole was breached I cannot list them all.

Breach of Mortgage Contract in part:

Under Transfer of Rights in the Property; (ii) the performance of Borrower covenants And agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns.

This where it all begin, no one ever informed the **BORROWER** about MERS at the closing. As the **BORROWER'S**, believed the only entity was the lender who was funding the loan. This explains the statement below concerning another part of the breach of my contract.

That falls under Section 20. Sale of the Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer")

I refuse to discuss what irrelevant to my case, this affidavit is to help explain about the fraud that has pledged my lives.

According to HUD I do have rights, that I'll now exercising those "Rights". Housing and Urban Development states:

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both."

This also a part of discrimination when Bank of America N.A., attorney in fact failed to allow the full 30-days prior to filing the 2012 foreclosure. As the **BORROWER** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act, {FDCPA} as codified in 15 USC § 1692". Even if DEUTSCHE attorney in fact submit such notice as the **BORROWER** wasn't aware of the terminology "Dispute the Debt" which makes me an unsophisticated borrower. Rather, a debt collector violates the statue whenever its communications tend to deceive or mislead "Unsophisticated Consumer", whom the FDCPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

[15 USC 1692g} states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.
(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*

Has the **BORROWER** I, never had the opportunity to exercise my "**Due Process**" under the 14th Amendment of the United State Constitution During. I was approved for an unaffordable loan modification. Yes! I signed the alleged modification contract not realizing this alleged contract does not state the terms. Now you can clearly see why I must defend myself against the ruthless people. During the course of my research I discovered the reasons for the default and violations.

As a Borrower under these trade lines I have just as much rights as any other investors, assignees, or corporation to be able to defend my legal rights under the United State Constitution. Bank of America attorney-in-fact will use such statements as this; "14th Amendment does not apply to actions taken by "Private Parties", this is called "**Plausible deniability**"

Which means so there cannot be no misunderstanding; {Urban Dictionary}

"A condition in which a subject can safely and believably deny knowledge of any particular truth that may exist because the subject is deliberately made unaware of said truth so as to benefit or shield the subject from any responsibility associated through the knowledge of such truth.

Also according to Law and Legal Dictionary:

"Plausible deniability refers to circumstances where a denial of responsibility or knowledge of wrongdoing cannot be proved as true or untrue due to a lack of evidence proving the allegation. This term is often used in reference to situations where high ranking officials deny responsibility for or knowledge of wrongdoing by low ranking officials. In those situations, officials can "plausibly deny" an allegation even though it may be true.

Please don't try to deny me of my "CIVIL RIGHTS".

The investors weren't the only parties that was fraudulently misused, investors shouldn't be the only ones who are entitled to defend and demand restitutions for their actions, according to this statement.

"The Securities Exchange Commissioner (SEC) alleges that Bank of America structured and marketed a synthetic collateralized debt obligation (CDO) without informing investors that a hedge fund helped select the assets in the CDO portfolio and had a short position in more than half of those assets. As a result, the hedge fund was poised to benefit if the CDO assets it was selecting for the portfolio defaulted. violations of federal laws. Such as 18 U.S. Code § 1345 - Injunctions against fraud and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, et seq.;"

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that as the BORROWER'S my toxic mortgage bond would be pooled and sold on Wall Street.

This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the USA PATRIOT Act, 5 31 U.S.C. 5318(i),

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

According to this release by:

According to The Securities and Exchange Commission *Washington D.C., Sept. 22, 2014* —
The Securities and Exchange Commission today charged Wells Fargo Advisors LLC with failing to maintain adequate controls to prevent one of its employees from insider trading based on a customer's nonpublic information. The SEC also charged Wells Fargo for unreasonably delaying its production of documents during the SEC's investigation and providing an altered internal document related to a compliance review of the broker's trading. Wells Fargo, which admits wrongdoing, has agreed to pay a \$5 million penalty to settle the SEC's charges, which are the first-ever against a broker-dealer for failing to protect a customer's material nonpublic information. When investors entrust private information to their stockbrokers or investment advisers, they have the right to expect that it will not be exploited," said Andrew J. Ceresney, Director of the SEC's Enforcement Division. "In this case – my first against a broker-dealer for failing to protect the nonpublic information conveyed by its customers – Wells Fargo failed to implement procedures to prevent misuse of such information.

Bank of America attorney-in-fact will once again try to deny the truth about misuse of my identity and will claim "Identity Theft" raise no potential basis for liability might even say it's irrelevant. Once again this is called "**Plausible deniability**". Unless they can prove otherwise, that my loan wasn't part of any "Mortgage Backed Securities", and Nationstar, can prove they have "Clean Hands", then where can be no dispute or debate.

Here how it works so there's no misunderstanding and confusion about how my toxic loan became part of this allegedly private organization: in early 2007 when the housing market and the securities referencing it were beginning to show signs

of distress. Synthetic CDO Squared Ire designed to, and did, result in leveraged exposure to the housing market and therefore magnified losses when the United States housing market experienced a downturn.

In this sample concerning how these allege investors took ownership without my permission as stated below:

Bear, Stearns & Co. Inc.
 383 Madison Avenue
 New York, New York 10179

Ladies and Gentlemen:

Wells Fargo Asset Securities Corporation, a Delaware corporation ("WFASC" or the "Seller") proposes to issue and sell from time to time its Mortgage Pass-Through Certificates in various series, each series of which may be divided into classes, in one or more offerings on terms determined at the time of sale. One or more series of Mortgage Pass-Through Certificates may be offered through you, as underwriter (the "Underwriter"). Whenever WFASC determines to make an offering of a series of its Mortgage Pass-Through Certificates through the Underwriter, WFASC and Ills Fargo Bank, N.A., a national banking association (in such capacity, "Ills Fargo Bank"), will enter into an agreement (the "Terms Agreement") with the Underwriter, in substantially the form attached hereto as Exhibit A, providing for the sale of such series of Mortgage Pass-Through Certificates to the Underwriter. WFASC is a wholly-owned subsidiary of Ills Fargo Bank. The Mortgage Pass-Through Certificates of the series and classes to be sold in each offering to the Underwriter under this Underwriting Agreement, as supplemented by the applicable Terms Agreement, are hereinafter referred to as the "Certificates." The Mortgage Pass-Through Certificates of the same series that are not being sold in each offering to the Underwriter under this Underwriting Agreement are hereinafter referred to as the "Other Certificates." The Certificates will have the characteristics set forth in the applicable Terms Agreement and will evidence the ownership interests in a trust consisting of a pool (the "Mortgage Pool") of mortgage loans acquired by WFASC (the "Mortgage Loans") and related property but excluding the Fixed Retained Yield, if any, specified in the Terms Agreement (collectively, the "Trust Estate"). The Mortgage Loans will be of the type described in, and will have the characteristics and aggregate principal balance set forth in, the Prospectus Supplement (as hereinafter defined). Mortgage: The mortgage, deed of trust or other instrument creating a first lien on Mortgaged Property securing a Mortgage Note together with any Mortgage Loan Rider, if applicable

Let's start with Breaking down 'Collateralized Debt Obligation Squared - CDO-Squared'

"This is identical to a CDO except for the assets securing the obligation. Unlike the CDO, which is backed by a pool of bonds, loans and other credit instruments; CDO-squared arrangements are backed by CDO tranches. CDO-squared allows the banks to resell the credit risk that they have taken in CDOs."

In addition, the issuing entity and supplemental interest trust will own three interest rate corridor contracts and an interest rate swap agreement, respectively, purchased for the benefit of the offered certificates. The certificates offered by this prospectus supplement will be purchased by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as underwriter, from Merrill Lynch Mortgage Investors, Inc., as depositor, and are being offered by the underwriter from time to time for sale to the public in negotiated transactions or otherwise at varying prices to be determined at the time of sale originated or acquired the mortgage loans and will sell the mortgage loans to the depositor.

First Step: "RMBS 'Residential Mortgage-Backed Security (RMBS)'

A type of mortgage-backed debt obligation whose cash flows come from residential debt, such as mortgages, home-equity loans and subprime mortgages.

A residential mortgage-backed security is comprised of a pool of mortgage loans created by banks and other financial institutions. The cash flows from each of the pooled mortgages is packaged by a special purpose entity into classes and tranches, which then issues securities and can be purchased by investors".

My loan was pooled and packaged into these Securities and label as RMBS afterward was classed according to my FICO score which means identity theft and then place into these tranches. What is "Tranches

Breaking down "Tranches":

"Tranche is a term often used to describe a specific class of bonds within an offering wherein each tranche offers varying degrees of risk to the investor.

For example, a CMO offering a partitioned MBS portfolio might have mortgages (tranches) that have one-year, two- year, five-year and 20-year maturities. It can also refer to segments that are offered domestically and internationally".

Collateralized Mortgage Obligation –

"CMO'A type of mortgage-backed security in which principal repayment are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche)". tranche)".

Under this sworn affidavit I set forth this cause of action, of how and why "The Fair Debt Collection Practice Act" label Borrower as "Unsophisticated Consumer", because this body of government knew I in advance that I became victims of the trading market predators. This affidavit applies to all parties involved in this transaction.

§ __.90(b)(9) **Red Flag.** The proposed regulations defined "Red Flag"

as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a "possible risk" of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft.

containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

How can I as a Homeowner receive equal justices when the bank refuses to uphold their own policies such as their code of ethics.

Bank of America and Nationsstar both as violated my privacy when they launched a credit report and shared it with other parties without my permission which affects "Privacy obligation policy. Please pay close attention to the highlighted part of this Act under:

The Gramm-Leach-Bliley Act (GLB Act or GLBA):

also known as the Financial Modernization Act of 1999, is a federal law enacted in the United States to control the ways that financial institutions deal with the private information of individuals. The Act consists of three sections: The Financial Privacy Rule, which regulates the collection and disclosure of private financial information; the Safeguards Rule, which stipulates that financial institutions must implement security programs to protect such information; and the Pretexting provisions, which prohibit the practice of pretexting (accessing private information using false pretenses). The Act also requires financial institutions to give customers written privacy notices that explain their information-sharing practices.

"is the policy of the Congress that each financial institution has an affirmative

and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers' nonpublic personal information.

(b) FINANCIAL INSTITUTIONS SAFEGUARDS IN furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction

confidentiality of customer records and information; **(2)** to protect against any anticipated threats or hazards to the security or integrity of such records; and **(3)** to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer." 15 U.S.

Code § 6801 - Protection of nonpublic personal information

"(a) NOTICE REQUIREMENTS

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title."

As Ill as This also violates his "Privacy Act" which states:

"5 U.S.C. § 552a(g)(4)(A).

"HoIver, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Cmyt in Doe v. Chao resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), aff'g 306 F.3d 170 (4th Cir. 2002). In Doe, the

Supreme Cmyt was petitioned to review a decision by the Cmyt of Appeals for the Fmyth Circuit in which a divided panel of the Fmyth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. Doe v. Chao, 306 F.3d at 177-79.

One district cmyt has applied the doctrine of mitigation to certain Privacy Act claims, holding that "an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure." Beaven v. DOJ, No 03-84 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that "plaintiffs' out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm Ire caused by the instant Privacy Act violation"), aff'in part, rev'd in part & remanded on other grounds, 622 F. 3d 540 (6th Cir. 2010).

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrower who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

Department of Justices:

The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; Skilling v. United States, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the BorroIr.

As the **BORROWER**, I truly can say yes to the highlighted statement above, and yes I have demonstrated how my names was abused, upon any internal investigation the government will find beyond a reasonable doubt my identity has been misused. I'm demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to me the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrower who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

Remember! It's is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; Skilling v. United States, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the Borrower.

False personation can

" be defined as "the crime of falsely assuming the identity of another to gain a benefit or avoid an expense." It wasn't until Congress passed the Identity Theft and Assumption Deterrence Act of 1998 that identity theft was officially listed as a federal crime. The act strengthened the criminal laws governing identity theft. Specifically, it amended 18 U.S.C. § 1028 ("Fraud and related activity in connection with identification documents") to make it a federal crime to—knowingly transfer or use, without lawful authority, means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law, or that constitutes The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. a felony under any applicable State or local law"

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a et seq. As the **BORROWER** and homeowners with all "DUE RESPECT" demanding without any further delays and preventing any further legal action against "Bank of America N.A. and MERS" that I resolve this matter with your legal department, upon resolutions I'm willing to sign any agreements.

Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor

I hope that I can resolve this issue without any further legal action. Please contact LINDA BARKER at 773- 858-4453

Yours, Truly

Linda Barker

Borrower

All Rights Reserved, Without Prejudice UCC 1-308"

Rinda L. Barker

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

This 24 day of May, 2016. (Seal)

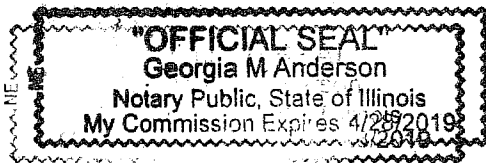
STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said Cook County, in the State of Illinois Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the affidavit.

Georgia M. Anderson
Notary



740 Old Meadow Rd
Matteson, IL 60443
708-692-5486

4/28/19

**AFFIDAVIT of COMMERCE
FROM
LOUIS G. BARTUCCI**

Attn: President
HSBC Finance Corp.
80 8th Ave, New York,
NY 10011

Attn: President
Wells Fargo, N.A
100 Park Avenue
New York, NY 10017

The Office of the Comptroller of the Currency
400 7th Street, SW
Washington, D.C. 20219

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

U.S. Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
P.O. Box 65998
Washington, D.C. 20035-5998

Government & Industry Relations
Freddie Mac
801 Pennsylvania Avenue, NW
Suite 335
Washington, DC 20004

U. S. Department of Housing and Urban
Development, Housing Discrimination
451 7th Street S.W.
Washington DC 20410

U.S. Department of Justice
Office of the Inspector General
Fraud Detection Office
1300 N. 17th Street, Suite 3200
Arlington, VA 22209

The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

RE: LOUIS G. BARTUCCI
824 S. Cumberland
Park Ridge, IL

Original Loan: 0171951148
Acc:

Dear CEO and President(s)

Mr. LOUIS G. BARTUCCI {hereinafter "Borrower"} submits this sworn affidavit under oath within Cook County in the State of Illinois on their behalf in order to exercise our right to "DUE PROCESS", All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse. understanding that this a testimony and not a request to validate my debt, but to state how this unlawful mortgage transaction has injury myself as well as my family. Demanding is to declare how/why I was victimized by the alleged parties associated with my loan transaction from closing to foreclosure. We must understand the meaning of an affidavit so there is no misunderstanding please take note:

{An **affidavit** (/æfɪˈdeɪvɪt/afəˈdeɪvət) is a written sworn statement of fact voluntarily made by an *affiant* or *deponent* under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as to the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.}

This is about "DUE PROCESS" and demanding the original "PROMISSORY NOTE" under the "UNIFORM COMMERCIAL CODE" "Negotiable Instrument Act of 1881." as well as "Illinois Consumer Fraud and Deceptive Business Practices Act" ("ICFA"), 815 ILCS 505/1, Union Deceptive Trade Practices 815 ILCS 510/1 and the "Real Estate Settlement Procedures Act" ("RESPA") 1974 12 U.S.C. 2601 et seq. "National Fair Housing Act" 42 U.S. Code §§ 3601-3619 and 3631, "Fair Credit Reporting Act" 15 U.S.C. § 1681a et seq., "Wire Fraud" 18 U.S.C. 1343 and "14th Amendment of the United States Constitution", "Uniform Commercial Code" § 3-414(1), 5, "Mortgage Fraud", "Breach of Contract", "IDENTITY THEFT" under the "USA PATRIOT Act", 531 U.S.C. 5318(l) and "Privacy Act 5 U.S.C. § 552a(g)(4)(A)", PRIVACY OBLIGATION POLICY, 15 U.S. Code § 6801 - Protection of nonpublic personal information Federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962. App. B6-B7.

Note: "It is not possible for the district judge to "weigh " the affidavits in order to resolve disputed issues; except in those rare cases where the facts alleged in an affidavit are inherently incredible, and can be so characterized solely by a reading of the affidavit, the district judge has no basis for a determination of credibility." *Data Disc, Inc. v. Systems Tech. Assocs., Inc.* 557 F.2d 1280 (9th Cir. 1977)".

BORROWER, Wells Fargo Mortgage Backed Securities 2007-14 Trust to Wells Fargo Bank (Wells) Pooling and Servicing Agreement, dated as of September 28, 2007, among Wells Fargo Asset Securities Corporation, Wells Fargo Bank, N.A. and HSBC Bank USA, National Association, as trustee. The Public Certificates were sold to Credit Suisse Securities (USA) LLC ("Credit Suisse") pursuant to an underwriting agreement, dated February 15, 2006 and terms agreement, dated September 12, 2007 (together, the "Underwriting Agreement"), among the Company, Wells Fargo Bank, N.A. and Credit Suisse. A copy of the Underwriting Agreement is attached as Exhibit 1.1. The Private Certificates were sold to Credit Suisse on September 28 2007 in a transaction exempt from registration under the Securities Act of 1933, as amended, pursuant to Section 4(2) thereof. The net proceeds of the sale of the Private

Certificates were applied to the purchase of the mortgage loans from Wells Fargo Bank, N.A.

I, the **BORROWER** never had the opportunity to exercise my "Due Process" under the 14th Amendment of the United State Constitution. Whereas Wells and HSBC violated my "CIVIL RIGHTS" and discriminate me. In order to declare discrimination, we must first understand the true meaning of how discrimination violates a person/homeowner/borrower civil rights. So there cannot be no misunderstanding.

This affidavit is the result of extensive research and expresses how I was affected. Therefore, we must include specifics about the words we're using herein. It is all in the agreement, as follows:

Contracts are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party.

violated the codified as amended at title VII of the Civil Rights Act of 1964 [42 U.S.C. 2000e et seq. and **CIVIL RIGHTS ACT of 1968 which states:**

United Nations Universal Declaration of Human Rights 1948 which states:

Article 2 14 Everyone is entitled to all the rights and freedoms set forth in this Declaration, without 15 distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether it be independent, trust, non-self-governing or under any other limitation of sovereignty.

This is also a part of discriminating when Wells failed to allow the full 30-days prior to the filing of the 2010 foreclosure for **BORROWER** to dispute the debt within 30-days which also violate "**The Fair Debt Collection Practices Act, as codified in 15 USC §1692**", Even if Wells attorney in fact submitted such notice the **BORROWER** was unaware of the terminology "Dispute the Debt" which make the **BORROWER** an unsophisticated borrower. Rather, a debt collector violates the statute whenever its communications tend to deceive or mislead "unsophisticated consumers," whom the FDCPA was enacted to protect. The fact still remains the same under the § 809. Validation of debts [15 USC 1692g] which states:

" 5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) If the consumer notifies the debt collector in writing within the thirty-day period

described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector."

The pervasive misrepresentations of the **BORROWER'S** loan which falls within the Wells Fargo Mortgage Backed Securities 2007-14 Trust to Wells Fargo Bank (Wells) Pooling and Servicing Agreement, dated as of September 28, 2007, among Wells Fargo Asset Securities Corporation, Wells Fargo Bank, N.A. and HSBC Bank USA, National Association, as trustee. The Public Certificates were sold to Credit Suisse Securities (USA) LLC ("Credit Suisse") pursuant to an underwriting agreement, dated February 15, 2006 and terms agreement, dated September 12, 2007 (together, the "Underwriting Agreement"), among the Company, Wells Fargo Bank, N.A. and Credit Suisse. A copy of the Underwriting Agreement exempt from registration under the Securities Act of 1933, is part of the same relating to the information about the underlying mortgage loans. If the mortgagees' were committing any wrong during against their investors? the **BORROWERS'** was effected as well. According to this the loan in question was defective from the very beginning.

This is where classifying the different when it comes to the mortgagee commit fraud against the **BORROWER** and violating the homeowner "Rights". The **BORROWER** never gave Wells Fargo Bank who originated the loan and appointed HSBC Bank as Trustee who convey it over to Wells Fargo Bank as Trustee National Associate. The right to capitalize on my name and personal information and failure to disclose this very important part of the transaction.

I, the **BORROWER** wasn't aware that my name would be used as collateral in order to secure funds on Wall Street this is known as "**identity theft**" which stands for "**Fraud**" that was committed after closing of this account. Whereas the mortgagee in fact never disclosed to the true intention of this transaction. That **BORROWER'S** mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "**FRAUD**". Under the **USA PATRIOT Act, 531 U.S.C. 5318(l)**, Before we can further claim fraud was committed we need to look all part of fraud that's associated with this mortgage transaction.

Section 111 of the FACT Act defines "**identity theft**" as "a fraud committee using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation 15 U.S.C. 1681a(q)(3).

violates our "Privacy Act" which states:

52a(g)(4)(A).

ver, in issuing its first purely Privacy Act decision in the history of the Act, Supreme Court in Doe v. Chao resolved much of the confusion in this area. 543 U.S. 267 (2004) (6-3 decision), aff'g 306 F.3d 170 (4th Cir. 2002). In Doe, the Court was petitioned to review a decision by the Court of Appeals for the

Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79.

One district court has applied the doctrine of mitigation to certain Privacy Act claims, holding that “an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure.” *Beaven v. DOJ*, No. 03-84, 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that “plaintiffs’ out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm were caused by the instant Privacy Act violation”), *aff’d in part, rev’d in part & remanded*, on other grounds, 622 F. 3d 540 (6th Cir. 2010).

Which also affects “**PRIVACY OBLIGATION POLICY:**

“is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers’ nonpublic personal information.

(b)**FINANCIAL INSTITUTIONS SAFEGUARDS** In furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer.”

15 U.S. Code § 6801 - Protection of nonpublic personal information

“(a)**NOTICE REQUIREMENTS**

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title.”

This is another form of fraud that’s associated with this transaction **18 U.S. Code § 1012 - “Department of Housing and Urban Development” transactions**

“Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract— Shall be fined under this title or imprisoned not more than one year, or both.”

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the “Red Flag” started popping-up as stated under the US Patriot Act as stated;

§ __.90(b)(9) **Red Flag.** The proposed regulations defined “Red Flag” as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators

of a "possible risk" of identity theft would include precursors to identity theft such as phishing, 21 and security breaches involving the theft of personal information,

It's been confirmed according to the statement above the loan in question was defective and the original Promissory Note wasn't recorded with the mortgage contract, and the mortgagee failed to produce the note prior to filing foreclosure against the **BORROWER**. This is proper cause for the **BORROWER** to rightfully "Rescind" the loan.

Upon filing foreclosure action against the **BORROWER** Wells failed to provide to the Court legal notice of ownership of said loan, either by producing the original "Promissory Note" or a valid "Assignment of Mortgage" in order to declare legal standing. Since there never was a valid Assignment of the Mortgage to therefore attempting to collect a debt. This violated the Fair Debt Collection Practices Act by: (i) failing to give validation notice; (ii) making misrepresentations about the terms of the alleged debt; (iii) making a false threat to initiate legal action; give required validation notice; (ii) making a false threat to initiate legal action.

Before a mortgage can become a debt the **BORROWER**, alleged contract must state that I promise to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged mortgage. Since the alleged mortgage contract was dated on 8/2007 "**Promissory Note**" wasn't part of the recorded mortgage contract.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2]Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. - . . . assignment." Id. It must also be noted that not only did MERS lack the power and authority to execute the assignment on behalf of Chase for the loan on 07/26/2006.

BORROWER demanding under UCC U.C.C. § 3-414(1). **BORROWER** demanding that the alleged attorney in fact as well as the alleged mortgage company whosoever that might be prove they own the Note, and demanding that the **true wet ink "Promissory Note and Certificate" according to "The Freedom of Information Act, 5 U.S.C. § 552," that states:**

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

It shows where identity theft strikes both ways due to the fact that the **BORROWER** never witness a notary at the closing of their loan. Prior to filing any notices of default or foreclosure on the **BORROWER** who never had the opportunity to exercise my "DUE PROCESS" under the 14th Amendment of the United States Constitution.

For failure to apply or offer an affordable modification; Housing and Urban Development (HUD) declares that the Mortgagees must be able to provide documentation of their loss mitigation evaluations and actions. Mortgagees will be considered to be in compliance with 24 CFR § 203.501 where plausible loss mitigation options were offered to eligible borrowers. The Department will not consider a mortgagee to have "failed to engage in loss mitigation" where the mortgagee can demonstrate that a borrower was uncooperative or ineligible.

65 FR 76520 - TREBLE DAMAGES FOR FAILURE TO ENGAGE IN LOSS MITIGATION.

Upon my research I discovered that **BORROWER** never signed a Promissory Note according to the UCC.

"A promissory note is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Upon signing the mortgage contract on the day of closing, understanding that the date in question falls under, Wells Fargo Bank N.A, who was the primary lenders on this loan. Its was their responsibility to see that a promissory note was signed by all parties involved, even after the **BORROWER** left the closing table and the notary came in to notarize the documents the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWER** never promise to repay any such "I Owe You" anything.

Note under the UCC:

Sec.55 Where there is no written disclaimer, every indorser engages to any holder (whether or not for value) and to subsequent indorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1). 5

A "promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

Who is the bearable of this alleged Mortgage? according to "**Negotiable Instrument Act of 1881.**" which States:

Sec. 78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

Upon the illegal foreclosure the bank attorney-in-fact failed to do a title search in order to declare that an assignment was created or the bank (their client) wasn't able to produce any documents declaring they are the legal holder of the loan that was foreclosed. The attorney failed to act in good faith in order to keep from bringing on fraud on the court by way of misrepresentation of documents.

I, the **BORROWER** became a victim the moment I sat down at the closing table signing fraudulently and negligently documents in gross disregard of the mortgagor's rights. As you can clearly see as stated above in this affidavit how Wells, was violating federal rules and regulations without this disregard to the government as well as the homeowner(s). Due to these issues brought on a great deal of stress leaving the **BORROWER** under extreme doctor care for DEPRESSION and STRESS which cause serious damages to the **BORROWER** health. Which makes the entire mortgage transaction null and voided. According to FDIC for fraud, abuse and failing to show evidence of records of all necessary dispute of fact of law.

Sec. (vi)

if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "*Intervening Assignment*"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines.

I, the **BORROWER** are demanding based on all the facts given that Wells Fargo N.A., or whosoever can legally claim such property Reconvey the property back to the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

BORROWER exercising our rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWER** hereby exercise our "**RIGHTS**" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z, you have twenty-days after receipt of this **NOTICE of RESCISSION**" to return all monies paid and to take action necessary and appropriate to terminate the security interest.

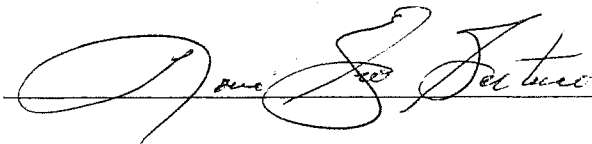
Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a sr seq.

I, the **BORROWER** is seeking in return a clear reconveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact at LOUIS G. BARTUCCI 773-814-1000

Your, Truly

LOUIS G. BARTUCCI

All Rights Reserved, Without Prejudice UCC 1-308"



IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal
Ther 11 day of January, 2016. (Seal)

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois
Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose
name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged
that they signed, sealed and delivered the affidavit.

State of:	<u>ILLINOIS</u>
County of:	<u>COOK</u>
Subscribed and sworn to (or affirmed) before me this	
<u>11</u>	day of <u>January</u> in the year 20 <u>16</u>
<u>William H. Muriel</u>	
Signature of Notary Public	
My Commission Expires <u>3/30/17</u>	



THE REAL FRESH START

926 West 174th ST.
Hazel Crest, IL 60429
708-362-3687
email: davisandwoodruffmi@yahoo.com

September 21, 2015

AFFIDAVIT of COMMERCE

Attn: Marianne Lake
Chief Financial Officer
JP Morgan Chase N.A.
270 Park Ave, New York, NY 10017
(212) 270-6000

Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave.
Washington D.C. 20530-0001

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

U.S. Department of Housing and Urban Development
451 7th Street S.W. *Housing Discrimination Complaint*
Lewisville, TX 75067

Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, Iowa 52244

RE: LATOYA GLASS SHERMAN
506 Hickok Ln
University Park, IL 60466

MERSCORP Holdings, Inc.
1818 Library St. Suite 300
Reston, VA 20190

FHA: 1374538647031
MIN:
Orig. Loan: 1896047349
Acc: 189604737

The Office of the Comptroller of the Currency
400 7th Street, SW
Washington, D.C. 20219

Dear CEO and President(s)

Mrs. LATOYA GLASS SHERMAN {hereinafter "BORROWERs"} has engaged Sonya Davis as her official Housing Counselor to submitting this affidavit in order to exercise her "DUE PROCESS" and demanding the original "PROMISSORY NOTE" under the "UNIFORM COMMERCIAL CODE" THE US PATRIOT ACT, MORTGAGE FRAUD, WRONGFUL FORECLOSURE, BREACH of CONTRACT and REGULATION Z, 12 C.F.R. § 226.23, to be presented. It's all about the alleged "PROMISSORY NOTE" which the BORROWER never signed during the closing of her primary loan on 01/08/2009.

The **BORROWER**, alleged contracts never stated that he promise to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged mortgage. Since the alleged mortgage contract was date on 01/2009 it wasn't attached to the "**Promissory Note**".

This story starts when the **BORROWER** refinanced a secured instrument with JP Morgan Chase (Chase), on her primary home located at 506 Hickok LN . in University Park, within the County of Will, in the State of Illinois 60466. In the amount of \$133,396.

Comply with applicable government laws, rules and regulations of federal, state and local governments and other appropriate regulatory agencies.

Base on the above facts BORROWER defaulted on loan no. 189604734 in 2014 and foreclosure was initiated. We are aware that the foreclosure was wrongfully committed by Chase.

BORROWER demanding under UCC U.C.C. § 3-414(1), that the alleged attorney in fact as well as the alleged mortgage company whosoever that might be prove they own the Note, and I'm demanding that the true wet ink "**Promissory Note**" according to "**The Freedom of Information Act, 5 U.S.C. § 552,**" that states:

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall 2-5 provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

Be presented. And furthermore I, do believe this would be considered mortgage fraud. Based on information set forth under the "**Securities Exchange Commissioner rules and regulations**".

Before we can claim fraud was committed we need to first look at what part of fraud is associated with this mortgage transaction.

18 U.S. Code § 1012 - "**Department of Housing and Urban Development**" transactions states:

Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both.

Another form of fraud that was committed by

Note: United States of America Keith Edwards v. JPMorgan Chase Bank N.A.

"Chase that falls under the False Claims Act as amended, 31 U.S.C. 3729 et. seq., and common law damages arising from fraud on the United States Department of housing and Urban Development, a component of ("HUD"), the Federal Housing Administration ("FHA") in connection Chase's residential mortgage lending business.

Finally, during the covered period, Chase repeatedly violated HUD self-reporting requirement and kept a substantial numbers of its deficient loan a secret."

The BORROWER was part of this path of malfeasance the loan was affected by and during the time periods mentioned within this lawsuit. This also violated the trust of the company policies and rules according to Chase "Code of Ethics" which states:

Compliance with this Code of Ethics for Finance Professionals is a term and condition of your employment. The firm will take all necessary actions to enforce this Code, up to and including immediate dismissal. Violations of this Code of Ethics for Finance Professionals may also constitute violations of law, which may expose both you and the firm to criminal or civil penalties. Always deal fairly and in good faith with our customers, suppliers, competitors, business partners, regulators and other employees. Never take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice.

Therefore Chase representatives, assignee, grantors and subsidiary has no regard or consideration and respect for the company, their investors and customers (Mortgagors), because the "GREED IS SO STRONG" that take top priority over everything and everyone.

Another count of fraud during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that the BORROWER mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(l)**,

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the "Red Flag" started popping-up as stated under the US Patriot Act as stated:

§ __.90(b)(9) **Red Flag**. The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a "possible risk" of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft.

It shows where identity theft strikes both ways due to the fact that the BORROWER never witness a notary at the closing of her loan. Prior to filing any notices of default or foreclosure on the BORROWER who never had the opportunity to exercise her "DUE PROCESS" under the 14th Amendment of the United States Constitution. Also the mortgagee's has discriminated against the BORROWER under the **KLUX KLAN ACT of 1871** ch. 22 17 Stat. 13 codified as amended at 18 U.S.C.A. § 241. 42 U.S.C.A. §§ 1983, 1985(3) and **CIVIL RIGHTS ACT of 1968**. for failure to apply or offer an affordable modification.

Upon my research I discovered that **BORROWER** never signed a Promissory Note according to the UCC. Upon signing the mortgage contract on the day of closing the loan, understanding that the date in question falls under JPMorgan Chase N.A... who was the primary lender on this loan.

Its was their responsibility to see that a promissory note was signed by all parties involved, even after the **BORROWER** left the closing table and the notary came in to notarize the documents the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWER** never promise to repay any such "I Owe You" anything. Now!! we understands the outcome of both the defective mortgage and wrongful foreclosure. Due to these facts the **BORROWER** within it's rightful place is demanding that the mortgage be re conveyed unto her with a full refund that is associated with this loan.

"A **Promissory Note** is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Note under the UCC:

55 Where there is no written disclaimer, every indorser engages to any holder (whether or not for value) and to subsequent indorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1). 5

A "promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

Who is the bearable of this alleged Mortgage? according to "Negotiable Instrument Act of 1881."

which States:

78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

Upon the illegal foreclosure the bank attorney-in-fact failed to do a title search in order to declare that an assignment was created or the bank (their client) was able to produce any documents declaring they are the legal holder of the loan that was foreclosed. The attorney failed to act in good faith in order to keep from bringing on fraud on the court by way of misrepresentation of documents.

When a homeowner is working viously with the mortgage servicer and unsuccessfully fails, this bring on a great deal of "STRESS" which cause serious damages to the BORROWER health.

What's' makes this entire foreclosure null and voided. According to FDIC for fraud, abuse and failing to show evidence of records of all necessary dispute of fact of law.

The **BORROWER** are demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

The **BORROWER** exercising his rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWER** hereby exercise his "**RIGHTS**" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z, you have twenty-days after receipt of this "**NOTICE of RESCISSION**" to return all monies paid and to take action necessary and appropriate to terminate the security interest. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*

The **BORROWERS** is seeking in return a clear reconveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact **LATOYA G. SHERMAN 708-828-2019** or **Sonya Davis 708-362-3687**.

Your, Truly
Sonya Davis
Housing Counselor

Sonya Davis
9-21-15

LATOYA G. SHERMAN
Borrower

Latoya G. Sherman

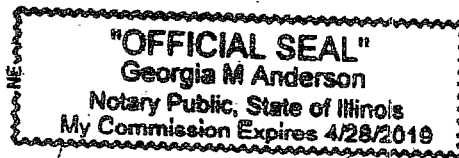
IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal
this day of 21, 2015 Sept (Seal)

STATE OF ILLINOIS)) ss.

COUNTY OF COOK)

STATE OF ILLINOIS)) ss.

COUNTY OF COOK)



Georgia M. Anderson

I, the undersigned, a Notary Public in and for said County, in the State of Illinois
aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s).

The Real Fresh Start

926 West 174th St.
Hazel Crest, IL 60429
708-362-3687
david.sandwoodruffini@yahoo.com

AFFIDAVIT of COMMERCE

09/24/2015

Attn: David C. Darnell/ Vice Chairman
General Counsel NCI-007-57-25
Bank of America
Bank of America Corp.
100 N. Tryon St.
Charlotte, NC 28255-0001

Bank of America Corp.
42nd Street and Sixth Avenue
New York, NY 10007

The Bank of New York Mellon
One Wall Street
New York, NY 10286

Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave.
Washington D.C. 20530-0001

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

U.S. Department of Housing and Urban Development
Housing Discrimination Complaint
451 7th Street S.W.
Washington, DC 20410

MERSCORP Holdings, Inc.
1818 Library St. Suite 300
Reston, VA 20190

Office of the Comptroller of the Currency
OCC Headquarters
400 7th Street, SW
Washington, D.C. 20219

RE: PHILLIP D. ELLIS
MILINDA G. ELLIS
328 Arquilla Drive
Glenwood, IL 60425

Ms. Martha Ellis
Senior Vice President
Caliber Home Loans, Inc.
P.O. Box 619063
Dallas, TX 75261-9063

MIN: N/A
Orig. Loan: 6779450664
Acc: 872360546 and 9804209121

Dear CEO and President(s)

Mr. PHILLIP D. ELLIS and Mrs. MILINDA G ELLIS {hereinafter **"BORROWERS"**} have engaged Sonya Davis as their official Housing Counselor to submit this affidavit in order to exercise their **"DUE PROCESS"** and demanding the original **"PROMISSORY NOTE"** under the **"UNIFORM COMMERCIAL CODE" THE US PATRIOT ACT, MORTGAGE FRAUD, WRONGFUL FORECLOSURE, BREACH of CONTRACT and REGULATION Z, 12 C.F.R. § 226.23**, be presented. It's all about the alleged **"PROMISSORY NOTE"** which the **BORROWER** never signed during the closing of their primary loan on 10/31/2005.

The BORROWERS, alleged contracts never stated that they promised to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged mortgage. Since the alleged mortgage contract was dated on 10/2005 **"Promissory Note"** wasn't recorded with the mortgage.

This story starts when the **BORROWERS** took a secured instrument with Bank of America, N.A. on their primary home located at 328 Arquilla Drive in Glenwood, within the County of Cook and the State of Illinois with zip code 60425. The amount was \$189,635 with an interest rate of 6.00%. When the **BORROWERS** secured this loan their credit rating was above 650.

Based on the above interest rate the **BORROWERS** were forced into default after they sought help, and prior to missing their first payment, with the housing counseling agency NACA (Neighborhood Assistance Corporation of America). On 09/09/2015 foreclosure was initiated prior to the **BORROWERS** responding to the notice of intent to foreclose. Except this notice wasn't addressed as a notice of intent, the letter notified the **BORROWERS** of the default, how it could be cured, and that Bank of America {Hereinafter **"BOA"**} would accelerate the loan and commence foreclosure proceedings if the default was not cured within thirty days and states that they have 30-days to dispute the debt according to "The Fair Debt Collection Practice Act" (FDCPA). While the letter invited the **BORROWERS** to call BOA to discuss a variety of homeowners' assistance programs, it did not mention any face-to-face meeting or allowed the full 30-days to run its course which violated the FDCPA and Banks and Bank which states:

§ 617.7425 What type of notice should be given to a borrower before foreclosure?
The qualified lender must send the 45-day notice, as described in §617.7410(a)(2), no later than 45 days before any qualified lender begins foreclosure proceedings.
The notice informs the borrower in writing that the loan may be suitable for restructuring and that the qualified lender will review any suitable loan for possible restructuring.
The 45-day notice must include a copy of the policy and the materials described in §617.7410(b). The notice must also state that if the loan is restructured, the borrower must perform under this restructure agreement. If the borrower does not perform, the qualified lender may initiate foreclosure.

Wherefore based on the facts stated above the foreclosure is null and voided. According to these facts the **BORROWERS** have the **"RIGHTS"** to Pursuant Regulation Z, 12 C.F.R. § 226.23. **"NOTICE of RESCISSION"** to return all monies paid and to take action necessary and appropriate to terminate the security interest.

BORROWERS are demanding under UCC U.C.C. § 3-414(1) that the alleged attorney in fact, as well as the alleged mortgage company, whosoever that might be, prove they own the Note, and I'm demanding that the **true wet ink "Promissory Note"** be presented, **according to "The Freedom of Information Act, 5 U.S.C. § 552," that states:**

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

And furthermore, I do believe this would be considered mortgage fraud. Based on information set forth under the **"Securities Exchange Commissioner rules and regulations"**.

Before we can claim fraud was committed we need to first look at what part of fraud is associated with this mortgage transaction.

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both.

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that the **BORROWERS** mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(l)**,

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person", subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the "Red Flag" started popping-up as stated under the US Patriot Act as stated;

§ __.90(b)(9) **Red Flag**. The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators

of a "possible risk" of identity theft would include precursors to identity theft such as phishing, and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft.

It shows where identity theft strikes both ways due to the fact that the BORROWERS never witnessed the Promissory Note being notarized at the closing of their loan. Prior to filing any notices of default or foreclosure on the BORROWERS who never had the opportunity to exercise their "DUE PROCESS" under the 14th Amendment of the United States Constitution as well as discrimination against the BORROWERS under the **KLU KLUX KLAN ACT of 1871** ch. 22 17 Stat. 13 codified as amended at 18 U.S.C.A. § 241, 42 U.S.C.A. §§ 1983, 1985(3) and **CIVIL RIGHTS ACT of 1968**, for failure to apply or offer an affordable modification. Housing and Urban Development (HUD) declares that the Mortgagees must be able to provide documentation of their loss mitigation evaluations and actions. Mortgagees will be considered to be in compliance with 24 CFR § 203.501 where plausible loss mitigation options were offered to eligible borrowers. The Department will not consider a mortgagee to have "failed to engage in loss mitigation" where the mortgagee can demonstrate that a borrower was uncooperative or ineligible.

65 FR 76520 - TREBLE DAMAGES FOR FAILURE TO ENGAGE IN LOSS MITIGATION.

Upon my research I discovered that **BORROWERS** never signed a Promissory Note, according to the UCC, when signing the mortgage contract on the day of closing the loan. Understanding that the date in question falls under Bank of America, who was the primary lender on this loan.

It was their responsibility to see that a promissory note was signed by all parties involved, even after the **BORROWERS** left the closing table and the notary came in to notarize documents, the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWERS** never promised to repay any such "I Owe You" anything.

"A **Promissory Note** is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Note under the UCC:

55. Where there is no written disclaimer, every endorser engages to any holder (whether or not for value) and to subsequent endorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1).

A "promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

Who is the bearable of this alleged Mortgage? According to "Negotiable Instrument Act of 1881" which States:

78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

Upon the illegal foreclosure the bank attorney-in-fact failed to do a title search in order to declare that an assignment was created or the bank (their client) was able to produce any documents declaring they are the legal holder of the loan when foreclosure action was filed. The attorney failed to act in good faith in order to keep from bringing on fraud on the court by way of misrepresentation of documents.

When a homeowner is working aggressively with the mortgage servicer and is unsuccessful, the mental state of failure brings on a great deal of "STRESS". This causes serious damage to the BORROWERS health. According to FDIC for fraud, abuse and failing to show evidence of records of all necessary disputes of fact of law, makes this entire foreclosure null and voided.

The **BORROWERS** are demanding, based on all the facts given, that whosoever can legally claim such property Reconvey the property back to the **BORROWERS** followed-by a full refund of all monies that are associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failures are no option. A security interest attaches when it becomes enforceable against the debtor.

The **BORROWERS** are exercising their rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWERS** hereby exercise their "RIGHTS" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z. You have twenty-days after receipt of this "NOTICE of RESCISSION" to return all monies paid and to take action necessary and appropriate to terminate the security interest. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act" 15 U.S.C. § 1681a *et seq.*

The **BORROWERS** are seeking in return, a clear reconveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact **PHILLIP D. ELLIS, MILINDA G. ELLIS** at 773-759-5643 or **Sonya Davis** at 708-362-3687

Yours Truly,

Borrowers:

Sonya Davis

Sonya Davis
Housing Counselor

PHILLIP D. ELLIS

philly-d-ellis

MILINDA G. ELLIS

milinda g ellis

STATE OF ILLINOIS) ss

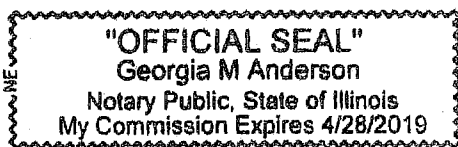
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) who appeared before me.

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

This 29 day of Sept, 2015

by Georgia M. Anderson (Seal)



740 Old Meadow Rd
Matteson, IL 60443
708-692-5486

WMC MORTGAGE CORP./ WITHDRAWN 03 24 08 3100 THORNTON AVENUE BURBANK CA 61504 ENTERPRISE LAND TITLE, LTD INVOLUNTARY DISSOLUTION 11 09 12 EMC MORTGAGE CORPORATION/ WITHDRAWN 07 01 11 1 CHASE MANHATTAN PLAZA NEW YORK NY 10005-1401	Attn: Fraud Dept. EMC MORTGAGE LLC/ ACTIVE 2780 LAKE VISTA DR LEWISVILLE, TX 75067
Attn: Mr. President White House 1600 Pennsylvania Ave. NW Washington D.C. 20219 SEC, Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990.	Attn.; Dispute Dept. MERSCORP Holdings, Inc. 1818 Library St. Suite 300 Reston, VA 20190
Attn: Fraud Dept/Consumer Complaint The Office of the Comptroller of the Currency 383 Madison Avenue 400 7 th Street, SW Washington, D.C. 20219	U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17th Street, Suite 3200 Arlington VA 22209
RE: LARRY BROWN BELINDA BROWN 441 Homeland Rd. Matteson, IL 60443 Min: 100136300115952615 (1th) Original Loan: 11595261 Min: 100136300115952633 Loan: 12595262 (2 nd)	Illinois Attorney General Consumer Fraud Bureau 500 South Second Street Springfield, IL 62706
	Office of the Attorney General Headquarters 441 4th Street, NW Washington DC 20001

5/26/2016

AFFIDAVIT OF COMMERCE

Dear Office of the President

LARRY and BELINDA BROWN {hereinafter "BORROWERS"} submit this sworn affidavit under oath within Cook County in the State of Illinois in order to exercise their "Due Process" understanding that this testimony is not a request to validate our debt, but to tell how WMC Mortgage Corp., stole our identity. Please look very careful, because this affect GE-WMC Mortgage Securities, L.L.C. Depositor, Litton Loan Servicing LP Servicer and The Bank of New York as Trustee and Supplemental Interest Trustee.

We submit this sworn affidavit under oath to state how this unlawful toxic alleged "Mortgage Bond" transaction has injury us both personally and financially. By demanding is to declare how/why I was victimized by the alleged parties associated with my loan transaction from the beginning of the process to foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse.

Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful mortgage bond transaction has injury my family. With all due respect the true meaning of an affidavit so there is no confusion or misunderstanding please take note:

{An affidavit ((/ æfi'deɪvɪt/ A-fə DAY-vət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.)

This affidavit is about "Due Process" and demand to reclaim our **IDENTITY** and fight for my **"RIGHTS"** for the original **"PROMISSORY NOTE"** and a right to bring forth proper cause of action. We also bringing forth under the **"UNIFORM COMMERCIAL CODE", "THE US PATRIOT ACT 5 31 U.S.C. § 5318 (1)", "MORTGAGE FRAUD" "BREACH OF CONTRACT", "Discrimination", "The Information of Freedom Act 5 U.S.C. § 552", 18 U.S. Code § 1012 DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federals codes violations that's enable **BORROWER** to claim our rights to give notice. Please do not construe these acts as any form of just law statements, in order for us to show or bring a cause of action, I must show where its violates these acts of law. I, also understands as a statement of fact that the banks and their assignee would have concerns in how to address the fact that I'm bringing forth information regarding how my name was misused in a form whereas the banks have problems proclaiming these facts.

On 07/10/2006 we secure an 80/20 adjustable Rate instrument in amount for \$391,920 which consist of 80% the 20% second loan \$97,980. On my property located 441 Homeland Rd. Matteson within Cook County and the State of Illinois and recorded as documents numbers (1th mortgage) 0620108005 (2 mortgage) 0620108006. According to my alleged **"TOXIC MORTGAGE BOND"**, I secure this contract with GE-WMC MORTGAGE SECURITIES, L.L.C.

Or MERS or any other mortgagee.

We are not admitting that somewhere during the duration of this toxic mortgage bond we defaulted. Due to the fact we wasn't able to re-finance my loan. During the time frame when we purchase this home, we were deliberately force into this toxic transaction. We informed the seller that we wasn't financially able to afford this home. Both the Broker and Seller claim you're getting a great deal on this model and you can always re-finance after a year. Right after we allegedly brought the home we failed into unexpected financial hardship and was able to make our payments. We unsuccessfully contacted the bank to inform them of our position and when we'll be able to our payments. On 01/09/2007 HSBC BANK file foreclosure action against us for illegally beach of contract. During time period we had no idea that the allege defective toxic mortgage bond was deliberately constructed in order to WMC Mortgage Corp., to capitalize off our names. This was just part of the total transaction because it is a known that African-Americans were the leaders in these sub-prime predatory loans. Therefore we were victimized the moment we agree to purchase a home. This type of predatory lending practice launched the National Settlement Act in 2011. The government found this was standard practice for them according to Department of justice.

"Thursday, July 12, 2012 African-American and Hispanic Borrowers Who Qualified for Loans and Were Charged Higher Fees or Rates or Were Improperly Placed into Subprime Loans Are Eligible for Compensation"

"The Department of Justice today filed the second largest fair lending settlement in the department's history to resolve allegations that Wells Fargo Bank, the largest residential home mortgage originator in the United States, engaged in a pattern or practice of discrimination against qualified African-American and Hispanic borrowers in its mortgage lending from 2004 through 2009."

Before realizing what happen to use after the closing of this toxic mortgage deal. There was no assignment of mortgage naming EMC or HSBC as holders of our title and recorded within Cook County Recorder of Deeds. Where/who hold the original "Promissory Note". As the Borrowers/homeowners in this country would have known the truth about these so called **Negotiable Instruments**. There would have been many questions asked before signing any allege defective toxic mortgage contracts.

Due to no fault of our on we were liberally robbed and raped at the closing table. We were trapped by these unworthy pervasive banks who has violated our "Civil Rights" I was intentionally and wrongfully target by these alleged banks who claimed some form of ownership who was allow to sell my home at a sheriff sale prematurely. Where's the justice?????

The court never demanded any proof of ownership in order to allow the foreclosure to proceed. Now! I must take a stand in order to defend my property according to this toxic mortgage bond. In 2014 we file a civil suit against EMC and HSBC for wrongfully foreclosure, this affidavit as no impact on that case or the foreclosure directly but indirectly. We must show how we can justify the facts we wasn't aware during that time who was the real party at fault and who beach the contract.

Losing our home due to improper and wrongful foreclosure brought on a high increase of stress on our family. Never had the opportunity to exercise my "Due Process" with the alleged bank.

The loan wasn't originally transferred to HSBC or EMC prior to the filing of the foreclosure.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op

8319 (2nd Dept) citing U.S. Bank, N.A. v [*2] Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. - . . . assignment.”

Sec. (vi) if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an “*Intervening Assignment*”), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee’s interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines.

Understanding what really happen to my name the day of closing and how so many unknown person/people has invaded my privacy, after reading this information from the Department of Justices this is unconstitutional. It all starts with the contract and explains how as the **BORROWER**, I was victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how I was effected. Therefore, I must include specifics about the words I’m using herein. It all in the agreement, as follows:

Contracts

“Are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party.”

The mortgage attorney-in-fact will make some outrageous statement concerning this statement about the contract, and how I should have knowledge of what I was signing under the state law. With all due respect we all been to a mortgage closing there were no one present from MERS rather they were part of this transaction or not. Nor any of the other alleged companies that claiming ownership of I loan. Matter of fact I had no knowledge of MERS until they were exposed in 2007 by Fox News, this what started the housing market to burst.

This information should provide you without a doubt of how my family was harm by all the parties that’s associated with my loan. If Wells Fargo can harm this Country with this type of illegal criminal activities, what do they care about illegally taking our identity and capitalizing on without our permission?

When you look at a statement like this:

Protecting yourself against identity theft and fraud {WELLS FARGO}

Use these seven tips to help you protect your identity and your finances.

Upon bring this to their attention they liberally go into denial.

There is a fatally defective legal bona fide controversy about our toxic mortgage contract. The pervasive misrepresentations of the **BORROWER'S** loan which falls within the asset backed securities. Accordingly, to our alleged toxic mortgage bond contract there's nothing stating about mortgage backed securities or any pass-through certificates. Therefore, a breach of contract has occurred. According to "Department of Justice" and the common law theories clearly states of negligence, gross negligence, indemnification, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing; which makes this contract null and voided. Please take note due to the facts that many sections the mortgage contract whether in part or whole was breached I cannot list them all.

Breach of Mortgage Contract in part:

Under Transfer of Rights in the Property; (ii) the performance of Borrower's covenants And agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns.

This where it all begin, no one ever informed the **BORROWERS** about HSBC at the closing. As far as we the **BORROWER'S**, believed the only entity was the lender who was funding the loan. This explains the statement below concerning another part of the breach of my contract.

That falls under Section 20. Sale of the Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer")

According to HUD I do have rights, that I'm now exercising these "Rights".

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both."

This also a part of discrimination when HSBC attorney in fact failed to allow the full 30-days prior to filing the 2013 foreclosure. Giving us the **BORROWERS** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act, {FDCPA} as codified in 15 USC § 1692". Even if HSBC attorney in fact submit such notice we as the **BORROWERS'** wasn't aware of the terminology "Dispute the Debt" which makes us an unsophisticated borrower. Rather, a debt collector violates the statue whenever its communications tend to deceive or mislead "Unsophisticated Consumer", whom the FDCPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

[15 USC 1692g} states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until

the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*

Has the **BORROWERS** we never had the opportunity to exercise our "**Due Process**" under the 14th Amendment of the United State Constitution During. We were approved for an unaffordable loan modification. Yes! We signed the modification not realizing this alleged contract does not state the terms in which we were modified. We unsuccessfully tried to work out a different plan with Wells Fargo in order for us to afford the payments, that got us nowhere. During the course of my research we discovered the reasons for the default and violations. As a Borrower under these trade lines we have just as much rights as any other person, or corporation to be able to define our legal rights under the United State Constitution. HSBC or Wells Fargo attorney-in-fact will use such statements as this; "14th Amendment does not apply to actions taken by "Private Parties", this is called "**Plausible deniability**"

Which means so there cannot be no misunderstanding; {Urban Dictionary}

"A condition in which a subject can safely and believably deny knowledge of any particular truth that may exist because the subject is deliberately made unaware of said truth so as to benefit or shield the subject from any responsibility associated through the knowledge of such truth.

Also according to Law and Legal Dictionary:

"Plausible deniability refers to circumstances where a denial of responsibility or Knowledge of wrongdoing cannot be proved as true or untrue due to a lack of evidence proving the allegation. This term is often used in reference to situations where high ranking officials deny responsibility for or knowledge of wrongdoing by lower ranking officials. In those situations officials can "plausibly deny" an allegation even though it may be true.

Please don't try to deny us of our "CIVIL RIGHTS".

The investors weren't the only parties that was fraudulently misused, investors shouldn't be the only ones who are entitled to defend and demand restitutions for their actions, according to this statement.

"The Securities Exchange Commissioner (SEC) alleges that J.P. Morgan structured and marketed a synthetic collateralized debt obligation (CDO) without informing investors that a hedge fund helped select the assets in the CDO portfolio and had a short position in more than half of those assets. As a result, the hedge fund was poised to benefit if the CDO assets it was selecting for the portfolio defaulted. violations of federal laws. Such as 18 U.S. Code § 1345 - Injunctions against fraud and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, *et seq.*;"

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that we as the BORROWER'S our toxic mortgage bond would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(I)**,

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further

definition as the [Federal Trade] Commission may prescribe, by regulation.
15 U.S.C. 1681a(q)(3).

Wells Fargo Bank attorney-in-fact will once again try to deny the truth about misuse of our identity and will claim "Identity Theft" raise no potential basis for liability might even say it's irrelevant. Once again this is called "**Plausible deniability**". Unless they can prove otherwise, that my loan wasn't part of any "Mortgage Backed Securities", then they can claim it's irrelevant.

Here how it works so there's no misunderstanding and confusion about how my toxic loan became part of this allegedly private organization: in early 2007 when the housing market and the securities referencing it were beginning to show signs of distress. Synthetic CDO Squared were designed to, and did, result in leveraged exposure to the housing market and therefore magnified losses when the United States housing market experienced a downturn.

As a stated below:

Bear, Stearns & Co. Inc.
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

Wells Fargo Asset Securities Corporation, a Delaware corporation ("WFASC" or the "Seller") proposes to issue and sell from time to time its Mortgage Pass-Through Certificates in various series, each series of which may be divided into classes, in one or more offerings on terms determined at the time of sale. One or more series of Mortgage Pass-Through Certificates may be offered through you, as underwriter (the "Underwriter"). Whenever WFASC determines to make an offering of a series of its Mortgage Pass-Through Certificates through the Underwriter, WFASC and Wells Fargo Bank, N.A., a national banking association (in such capacity, "Wells Fargo Bank"), will enter into an agreement (the "Terms Agreement") with the Underwriter, in substantially the form attached hereto as Exhibit A, providing for the sale of such series of Mortgage Pass-Through Certificates to the Underwriter. WFASC is a wholly-owned subsidiary of Wells Fargo Bank. The Mortgage Pass-Through Certificates of the series and classes to be sold in each offering to the Underwriter under this Underwriting Agreement, as supplemented by the applicable Terms Agreement, are hereinafter referred to as the "Certificates." The Mortgage Pass-Through Certificates of the same series that are not being sold in each offering to the Underwriter under this Underwriting Agreement are hereinafter referred to as the "Other Certificates." The Certificates will have the characteristics set forth in the applicable Terms Agreement and will evidence the ownership interests in a trust consisting of a pool (the "Mortgage Pool") of mortgage loans acquired by WFASC (the "Mortgage Loans") and related property but excluding the Fixed Retained Yield, if any, specified in the Terms Agreement (collectively, the "Trust Estate"). The Mortgage Loans will be of the type described in, and will have the characteristics and aggregate principal balance set forth in, the Prospectus Supplement (as hereinafter defined). Mortgage: The mortgage, deed of trust or other instrument creating a first lien on Mortgaged Property securing a Mortgage Note together with any Mortgage Loan Rider, if applicable

Let's state with Breaking down 'Collateralized Debt Obligation Squared - CDO-Squared'

"This is identical to a CDO except for the assets securing the obligation. Unlike the CDO, which is backed by a pool of bonds, loans and other credit instruments; CDO-squared arrangements are backed by CDO tranches. CDO-squared allows the banks to resell the credit risk that they have taken in CDOs."

In addition, the issuing entity and supplemental interest trust will own three interest rate corridor contracts and an interest rate swap agreement, respectively, purchased for the benefit of the offered certificates. The certificates offered by this prospectus supplement will be purchased by Merrill Lynch,

Pierce, Fenner & Smith Incorporated, as underwriter, from Merrill Lynch Mortgage Investors, Inc., as depositor, and are being offered by the underwriter from time to time for sale to the public in negotiated transactions or otherwise at varying prices to be determined at the time of sale originated or acquired the mortgage loans and will sell the mortgage loans to the depositor.

First Step: "RMBS 'Residential Mortgage-Backed Security (RMBS)'

A type of mortgage-backed debt obligation whose cash flows come from residential debt, such as mortgages, home-equity loans and subprime mortgages. A residential mortgage-backed security is comprised of a pool of mortgage loans created by banks and other financial institutions. The cash flows from each of the pooled mortgages is packaged by a special purpose entity into classes and tranches, which then issues securities and can be purchased by investors".

My loan was pooled and packaged into these Securities and label as RMBS afterward was classed according to my FICO score which means identity theft and then place into these tranches. What is "Tranches

Breaking down "Tranches":

"Tranche is a term often used to describe a specific class of bonds within an offering wherein each tranche offers varying degrees of risk to the investor. For example, a CMO offering a partitioned MBS portfolio might have mortgages (tranches) that have one-year, two- year, five-year and 20-year maturities. It can also refer to segments that are offered domestically and internationally".

Collateralized Mortgage Obligation –

"CMO'A type of mortgage-backed security in which principal repayment are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche)". tranche)".

Under this sworn affidavit I set forth this cause of action, of how and why "The Fair Debt Collection Practice Act" label Borrowers as "Unsophisticated Consumer", because this body of government knew well in advance that we became victims of the trading market predators. This affidavit applies to all parties involved in this transaction.

§ __.90(b)(9) **Red Flag.** The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a "possible risk" of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft. containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

How can I as a Homeowner receive equal justices when the bank refuses to uphold their own policies such as their code of ethics:

CODE OF ETHICS of Wells Fargo Bank N.A.

"In addition, you are expected to protect Wells Fargo's assets from theft, waste, or loss and ensure their efficient use. Wells Fargo's assets include physical and intellectual property, such as Wells Fargo's brand, trademarks, copyrights, trade secrets, and patents, as well as the confidential and proprietary information described under the Preserve Confidentiality section (Section IV) of this Code. While it is not Wells Fargo's intent to claim ownership of intellectual property that is unrelated to Wells Fargo's business, any intellectual property invented, created, designed, or conceived by a team member while employed by Wells Fargo and that may relate to any business of Wells Fargo must be disclosed to Wells Fargo and shall, at Wells Fargo's option, become the sole property of Wells Fargo. Wells Fargo's assets may only be used for legitimate purposes. Any improper use of Wells Fargo's assets, whether for personal or business purposes, including the misapplication or improper use of corporate or customer funds or property or the unauthorized use or publication of intellectual property, is prohibited and may be unlawful. As you can clearly understand the purpose of this affidavit as stated above how I can truly say that my contract is defective as well as toxic. And JP Morgan Chase abused their position with the government and violated Federal Laws and Regulations according the statement below."

Wells Fargo and HSBC both as violated our privacy when they launched a credit report and shared it with other parties without our permission which affects "Privacy obligation policy under:

The Gramm-Leach-Bliley Act (GLB Act or GLBA):

also known as the Financial Modernization Act of 1999, is a federal law enacted in the United States to control the ways that financial institutions deal with the private information of individuals. The Act consists of three sections: The Financial Privacy Rule, which regulates the collection and disclosure of private financial information; the Safeguards Rule, which stipulates that financial institutions must implement security programs to protect such information; and the Pretexting provisions, which prohibit the practice of pretexting (accessing private information using false pretenses). The Act also requires financial institutions to give customers written privacy notices that explain their information-sharing practices.

"is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers' nonpublic personal information.

(b) FINANCIAL INSTITUTIONS SAFEGUARDS IN furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction

confidentiality of customer records and information; **(2)** to protect against any anticipated threats or hazards to the security or integrity of such records; and **(3)** to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer."15 U.S.

Code § 6801 - Protection of nonpublic personal information

“(a)NOTICE REQUIREMENTS

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title.”

As well as This also violates his “Privacy Act” which states:

“5 U.S.C. § 552a(g)(4)(A).

“However, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Court in *Doe v. Chao* resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), *aff’g* 306 F.3d 170 (4th Cir. 2002). In *Doe*, the

Supreme Court was petitioned to review a decision by the Court of Appeals for the Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79.

One district court has applied the doctrine of mitigation to certain Privacy Act claims, holding that “an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure.” *Beaven v. DOJ*, No 03-84 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that “plaintiffs’ out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm were caused by the instant Privacy Act violation”), *aff in part, rev’d in part & remanded on other grounds*, 622 F. 3d 540 (6th Cir. 2010).

Note: “The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the “prime rate” of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities”.

Department of Justices:

The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; *Skilling v. United States*, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the Borrower.

We as the **BORROWER** are demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime

committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

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False personation can

" be defined as "the crime of falsely assuming the identity of another to gain a benefit or avoid an expense."It wasn't until Congress passed the Identity Theft and Assumption Deterrence Act of 1998 that identity theft was officially listed as a federal crime. The act strengthened the criminal laws governing identity theft. Specifically, it amended 18 U.S.C. § 1028 ("Fraud and related activity in connection with identification documents") to make it a federal crime to—knowingly transfer or use, without lawful authority, means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law, or that constitutes The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. a felony under any applicable State or local law"

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.* As the **BORROWER** and homeowners with all "DUE RESPECT" demanding without any further delays and preventing any further legal action against "Wells Fargo and HSBC" that we resolve this matter with your legal department, upon resolutions we are willing to sign any agreements.

Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor

The **BORROWER** is seeking in return a clear re-conveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact **WALTER WHITE** at 708-372-5847

Your, Truly

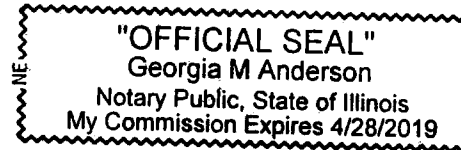
Borrowers

All Rights Reserved, Without Prejudice UCC 1-308"

Vaig Brown, Belinda Brown
IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

01 day June, 2016

Georgia M Anderson
740 Old Meadow Rd
Matteson, IL 60443
708-692-5486



AFFIDAVIT OF COMMERCE Of

Attn: Fraud Dept. JPMorgan Chase & Co. 270 Park Avenue New York, New York 10017	Attn: Fraud Dept. Long Beach Mortgage Securities Corp 1400 South Douglass Road <u>Anaheim, California 92806</u> subsidiary of Washington Mutual Bank
Attn: President PennyMac Corp 6101 Condor Drive, Suite 300 Moorpark, CA. 93021	Washington Mutual Bank /closed 9/25/2008 1301 2 nd Ave. WMC3501 Seattle, WA 98101
Office of the Attorney General Headquarters 441 4th Street, NW Washington DC 20001	The Office of the Comptroller of Currency 400 7 th St. SW Washington D.C. 20500 SEC, Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990
U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17 th St. Suite # 3200 Arlington VA 22209 FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106	Attn: Borrower Dispute MERSCORP Holdings, Inc. 1818 Library St. Suite # 300 Reston, VA 20190 Attn: Edward J. Lesniak Buckley Sandler LLP 353 N. Clark St. # 3600 Chicago, IL 60654
RE: FRED FREEMAN PAMELA FREEMAN 272 Berkeley Drive Bolingbrook, IL 60440 Min: Acc: Original Loan:3000870627	Attn: President Obama White House 1600 Pennsylvania Ave. NW Washington D.C. 20219 Department of Housing and Urban Development C& L Service Corp/Morris Griffin Corp 2488 E. 81 St. # 700 Tulsa, OK 74137

4/30/2016

Dear CEO and President(s)

FRED FREEMAN and **PAMELA FREEMAN** (Hereinafter "**BORROWER**") has engaged Sonya Davis as her official Housing Counselor to submit this sworn affidavit under oath within Will County in the State of Illinois on her behalf in order to exercise their "Due Process" understanding that, this a testimony and not a request to validate their debt. To state how this unlawful "Deceptive Toxic Mortgage Bond" and "Defect Modification Agreement" transaction has injured them personally and financially. By demanding is to declare how/why they were victimized by the alleged parties associated with their loan transactions from the beginning of the process to filing foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse.

Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful toxic mortgage bond transaction has injury **BORROWERS** as well as their family. Meaning of an affidavit so there is no confusion, please take note:

{An affidavit ((/ æfɪˈdeɪvɪt/ A-fə-DAI-vət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.)

This affidavit is about "Due Process" and demand to reclaim their **IDENTITY** and for the original "**PROMISSORY NOTE**" and a right to bring forth proper cause of action in order to justify the loans. Also under the "**UNIFORM COMMERCIAL CODE**", **THE US PATRIOT ACT 5 31 U.S.C. § 5318 (1)**", "**MORTGAGE FRAUD**" "**BREACH OF CONTRACT**", "**KU KLUX KLAN ACT of 1871**", "**The Information of Freedom Act 5 U.S.C. § 552**", **18 U.S. Code § 1012 DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federals codes violations.

On 5/11/2005 **BORROWER** secured a refinance Deceptive Toxic Mortgage Bond Instrument with Long Breach Mortgage Corp., on their property located at. 272 Berkeley Drive Bolingbrook, IL 60440 Riverdale IL 60827 within Cook County state of Illinois. Whereas, under this alleged toxic mortgage bond the promissory note states that **BORROWERS** alleged debt was payable to Long Breach Mortgagee Company. The note does not state anything about securitization or that it will be sold to any investor or traded on Wall Street therefore a breach has accrued.

In 2011 **BORROWERS** allegedly defaulted on said loan. Whereas the **BORROWER** never sign any promissory note or agreed to repay any debt to any third party. On 12/27/2011 JP Morgan Chase file foreclosure on **BORROWERS** on 12/27/2011 stating they breached the toxic mortgage bond as case number 11 Ch 06078 in Illinois Will Circuit Court. The attorney-in-fact named Bank of America, MERS as a Defendant in the foreclosure case?

The **BORROWER** never had the opportunity to exercise their "**Due Process**" under the 14th Amendment of the United State Constitution.

This also a part of discrimination when JP Morgan Chase (Chase) attorney-in-fact failed to allow the full 30-days prior to filing the 2011 foreclosure giving the **BORROWER** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act,{FDCPA} as codified in 15 USC § 1692". Even if Chase attorney in fact submit such notice the **BORROWER** wasn't aware of the terminology "Dispute the Debt" which makes the **BORROWER** an unsophisticated borrower. Rather, a debt collector violates the statue whenever its communications tend to deceive or mislead the

“Unsophisticated Consumer”, whom the FDCPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

[15 USC 1692g} states:

5) a statement that, upon the consumer’s written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

The **BORROWERS** once again has become victimized by the mortgagee deceptive business practice and server abuse; this shows just how they were discriminated the second time. Which violates their “Civil Rights”, in order to declare discrimination, we must first understand the true meaning of how discrimination violates a person/homeowner/borrower Rights so there can be no misunderstanding.

Violation under the **KU KLUX KLAN ACT of 1871 ch. 22 17 Stat. 13 codified as amended at 18 U.S.C.A. § 241 42 U.S.C.A. §§ 1983(3) and the CIVIL RIGHTS ACT of 1968 which states:**

Which established different remedies for the disorder, intimidation, and violence the Ku Klux Klan instigated against black citizens and their white sympathizers. The portion of The statute concerning civil conspiracy, section 2 of the Act, is now codified in relevant Part at 42 U.S.C. § 1968(3).² The Act also “provided a civil penalty against persons who Knew of and failed to prevent § 2 violations,”³ which provision is now codified at 42 U.S.C. § 1968.⁴ Therefore, there can be no § 1968 violation without a § 1985 conspiracy. United Nations Universal Declaration of Human Rights 1948 which states: Article 2 14 Everyone is entitled to all the rights and freedom set forth in this Declaration, without 15 distinctions of any kind, such as race, colour, sex, language, Religion, political or other opinion, national or social origin, property, birth or other Status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional Or international status of the country or territory to which a person belongs, whether it be Independent, trust, non-self-governing or under any other limitation of sovereignty.

Civil Rights Act of 1871 (Act), 1 also known as the Ku Klux Klan Act which states:

The Court imposed an extra-textual animus requirement on the test for a § 1985(3) cause of Action explaining: The constitutional shoals that would lie in the path of interpreting § 1985(3) as a general federal tort law can be avoided by giving full effect to the congressional Purpose---by requiring, as an element of the cause of action, the kind of invidiously discriminatory motivation stressed by the sponsors of the limiting amendment. The language requiring intent to deprive of equal protection, or equal privileges and immunities, means that there must be some racial, or perhaps otherwise class-based, invidiously discriminatory animus behind the conspirators’ action. The conspiracy, in other words, must aim at a deprivation of equal enjoyment of rights secured by the law to all.

The **BORROWERS** never had the opportunity to exercise these rights under the FDCPA. Chase abuse was tasteless and harmful to the **BORROWERS** especially during the time of this untimely hardship.

It all starts with the contract and explains how **BORROWERS** was victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how we was affected. Therefore, we must include specifics about the words we're using herein. It is all in the agreement, as follows:

Contracts are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party.

The pervasive misrepresentations of the **BORROWER'S** loan which falls within the asset This shows the proof of how and where this loan was pooled and packaged and then sold, The **BORROWERS** wasn't aware of these findings until now. If the mortgagee's were committing any wrong doing against their investors? Then the **BORROWERS'** was affected as well.

This is where classifying the difference when it comes to the mortgagee commit fraud against the **BORROWERS** and violating the homeowner "Rights". The **BORROWERS** never gave Long Beach Mortgage Company, who originated the loan and transfer to Washington Mutual Bank. The rights to sell or trade their loan to any investor. After, the failing of Long Beach the Federal Deposit Insurance Commission (FDIC) appointed Washington Mutual Bank as receiver shortly after Washington Mutual Bank was shut down by the FDIC and the assets was sold to Chase. The right to capitalize on her name and personal information and failure to disclose this very important part of the transaction as state previously within this affidavit.

The **BORROWERS** wasn't aware that their names would be used as collateral in order to secure funds on Wall Street. This is known as "**identity theft**" which stands for "**Fraud by Deception**" that was committed after closing of this account. Whereas the mortgagee in fact never disclosed the true intention of these transactions. That **BORROWER'S** mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract which means misuse of mortgagors "Identity" which means "**FRAUD by DECEPTION**". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(I)**, before we can further claim fraud was committed we need to look all parts of fraud that's associated with this mortgage transaction.

Section 111 of the FACT Act defines "**identity theft**" as "a fraud committee using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation 15 U.S.C. 1681a(q)(3)

This also violates his "Privacy Act" which states:

"5 U.S.C. § 552a(g)(4)(A).

"However, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Court in *Doe v. Chao* resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), *aff'd* 306 F.3d 170 (4th Cir. 2002). In *Doe*, the Supreme Court was petitioned to review a decision by the Court of Appeals for the Fourth Circuit in which a divided panel of the Fourth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. *Doe v. Chao*, 306 F.3d at 177-79.

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Which also affects “**PRIVACY OBLIGATION POLICY:**

“is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers’ nonpublic personal information.

(b) **FINANCIAL INSTITUTIONS SAFEGUARDS** In furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer.”

15 U.S. Code § 6801 - Protection of nonpublic personal information

“(a) **NOTICE REQUIREMENTS**

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title.”

Another form of fraud that was made against the BORROWERS that’s associated with this transaction
18 U.S. Code § 1012 - “Department of Housing and Urban Development” transactions

“Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract— Shall be fined under this title or imprisoned not more than one year, or both.”

Since Fremont and all parties involved in this loan transaction is part of the breach.

Note: “The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrowers who claim that the defendant banks fraudulently misrepresented the “prime rate” of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities”.

It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; *Skilling v. United States*, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in the foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the

intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense.

Breach of Mortgage Contract:

Under Transfer of Rights in the Property; (ii) the performance of Borrower's covenants And agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS,

This where it all begin, no one ever disclosed to the **BORROWERS** about MERS at the closing. As far as the **BORROWER** believed the only entity was the lender who was funding the loan.

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the "Red Flag" started popping-up as stated under the US Patriot Act as stated;

§ __.90(b)(9) **Red Flag**. The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a "possible risk" of identity theft would include precursors to identity theft such as phishing, 21 and security breaches involving the theft of personal information,

It's been confirmed according to the statement above the loans in question was defective and the original Promissory Note wasn't recorded with the mortgage contract. This is proper cause for the **BORROWER** to rightfully "Rescind" the loan.

Before a mortgage can become a debt the **BORROWERS**, alleged contract must state that they promise to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged toxic mortgage. Since the alleged mortgage contract was dated on 5/2005 "**Promissory Note**" wasn't part of the recorded mortgage contract. Whereas Long Beach allegedly assigned to PennyMac on 11/08/2013.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2] Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. - . . . assignment." Id. It must also be noted that not only did MERS lack the power and authority to execute the assignment on behalf of Fremont for the loan on 09/01/2005.

BORROWERS demanding under Uniform Commercial Code U.C.C. § 3-414(1). **BORROWERS** demanding that the alleged attorney- in-fact as well as the alleged mortgage company whosoever that might be prove they own the mortgage bond certificate, and demanding that the **true wet ink** "**Promissory Note and Certificate**" according to "**The Freedom of Information Act, 5 U.S.C. § 552,**" that states:

(3)(A) Except with respect to the records made available under paragraphs (1) and

(2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

It shows where identity theft strikes both ways due to the fact that the **BORROWERS** never witness a notary at the closing of their loans or modifications. Prior to filing any notices of default or foreclosure on the **BORROWERS** who never had the opportunity to exercise their "DUE PROCESS" under the 14th Amendment of the United States Constitution.

For failure to apply or offer an affordable modification; Housing and Urban Development (HUD) declares that the Mortgagees must be able to provide documentation of their loss mitigation evaluations and actions. Mortgagees will be considered to be in compliance with 24 CFR § 203.501 where plausible loss mitigation options were offered to eligible borrowers. The Department will not consider a mortgagee to have "failed to engage in loss mitigation" where the mortgagee can demonstrate that a borrower was uncooperative or ineligible. This is stated to include justification of 10/22/2014 modification.

Upon my research I discovered that **BORROWERS** never signed a Promissory Note or the mortgage bond certificate according to the UCC.

"A promissory note is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Upon signing the mortgage contract on the day of closing, understanding that the date in question falls under Long Beach., and MERS, was the primary lenders on this loan. It was their responsibility to see that a promissory note/ was signed by all parties involved, even after the **BORROWERS** left the closing table and the notary came in to notarize the documents the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWERS** never promise to repay any such "I Owe You" anything.

Note under the UCC:

Sec.55 Where there is no written disclaimer, every endorser engages to any holder (whether or not for value) and to subsequent endorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1). 5

Who is the bearable of this alleged Mortgage? According to "**Negotiable Instrument Act of 1881.**" which States:

Dear Office of the President

LENETTA DELACY-JOHNSON {hereinafter "**BORROIR**" } submit this sworn affidavit under oath within Will, County in the State of Illinois in order to exercise my "Due Process" understanding that this testimony is not a request to validate my debt, but to tell how Countrywide Home Loans Inc., a/k/a Bank of America N.A. stolen my identity. Please look very careful, because this affect Countrywide Home Loans Inc. act as the Sponsor and Bank of America N.A., I submit this sworn affidavit under oath to state how this unlawful toxic alleged "Mortgage Bond" transaction has injured us both personally and financially. By demanding is to declare how/why I was victimized by the alleged parties associated with my loan transaction from the beginning of the process to foreclosure. All men and women know that the foundation of law and commerce exists in the telling of the truth, and nothing but the truth. Truth, as a valid statement of reality, is sovereign in commerce. An un rebutted affidavit stands as truth in commerce. Ignorance of the law might be an excuse when researching the law there is no excuse.

Understanding that this is a testimony and not a request to validate any debt, but to state how this unlawful defective toxic mortgage bond transaction has injury my family. With all due respect the true meaning of an affidavit so there is no confusion or misunderstanding please take note:

*{An affidavit ((/æfi'deɪvɪt/ A-fə-**DAY**-vət) is a written sworn statement of fact voluntarily made by an affiant or deponent under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths.)*

This affidavit is about "Due Process" and demand to reclaim my **IDENTITY** and fight for my "**RIGHTS**" for the original "**PROMISSORY NOTE**" and a right to bring forth proper cause of action. I also bring forth under the "**UNIFORM COMMERCIAL CODE**", **THE US PATRIOT ACT 5 31 U.S.C. § 5318 (1)**", "**MORTGAGE FRAUD**" "**BREACH OF CONTRACT**", "**Discrimination**", "**The Information of Freedom Act 5 U.S.C. § 552**", **18 U.S. Code § 1012 DEPARTMENT of HOUSING and URBAN DEVELOPMENT**, and other Federals codes violations that's enable **BORROWER** to claim my rights and to give notice. Please do not construe these acts as any form of just law statements, in order for us to show or bring a cause of action, I must show where its violates these acts of law. I, also understands as a statement of fact that the banks and their assignee would have concerns in how to address the fact that I're bringing forth information regarding how my name was misused in a form whereas the banks have problems proclaiming these facts.

On 08/05/2005 in amount for \$316,619.00. With a starting interest ONLY rate of 7.125%. As the **BORROWER** I secured an Interest Only Toxic Mortgage Instrument with Accredited Mortgage Loan REIT Trust (Exact name of co-registrant as specified in its charter) By: U.S. Bank Trust National Association, not in its on my property 300 Claridge Circle Bolingbrook, Illinois 60440. According to my alleged "**TOXIC MORTGAGE BOND**". I secure this contract with Accredited Home Lenders, who securitized into Mortgage Pass-Through Certificates, Series 2005-3. Accredited Home Lenders, Inc., as Master Servicer **SWISS RE FINANCIAL PRODUCTS CORPORATION** a corporation organized under the laws of Delaware

Servicer and Master Servicer Countrywide Home Loans Servicing LP Servicer Accredited Home Lenders, Inc. (the "*Company*") has authorized the issuance and sale of Mortgage Loan Asset-Backed Certificates, Series

Under these agreements, the originators have the obligation to remedy a material defect in the documentation constituting part of the mortgage file relating to the related mortgage loan, or if such

Sec. 78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

The **BORROWERS** became a victim the moment they sat down at the closing table, signing fraudulently and negligently documents in gross disregard of the mortgagor's rights. As you can clearly see, as stated above in this affidavit, how Long Beach and Chase has violating federal rules and regulations without any disregard to the government as well as the homeowner(s). Due to these issues brought on a great deal of stress leaving the **BORROWERS** and their family financially unstable. Therefore, causing stress which leads to serious damages to a **BORROWERS** health. Which makes the entire mortgage transaction null and voided. According to the FDIC for fraud, abuse and failing to show evidence of records of all necessary dispute are a fact of law.

The **BORROWERS** are demanding, based on all the facts given, that Chase and PennyMac Loan Services LLC and MERS or whosoever can legally claim such property, Re-convey the property back to the **BORROWERS**, follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

BORROWERS exercising their rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWERS** hereby exercise their "**RIGHTS**" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z, you have twenty-days after receipt of this **NOTICE of RESCISSION**" to return all monies paid and to take action necessary and appropriate to terminate the security interest.

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a sr seq.

The **BORROWERS** is seeking in return a clear re-conveyance of title and full refund that is due. We hope that we can resolve this issue without any further legal action. Please contact **FRED FREEMAN AT 630-854-5405 OR Sonya Davis Housing Counselor 708-362-3687**

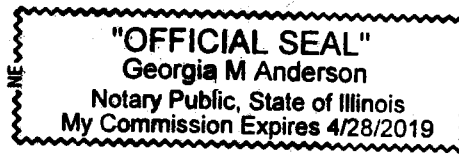
Your, Truly
Sonya Davis
Housing Counselor

BORROWERS
All Rights Reserved, Without Prejudice UCC 1-308"

Fred Freeman and Pamela Freeman

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal
This 15 day of May, 2016. (Seal)

STATE OF ILLINOIS)) ss.
COUNTY OF WILL)



I, the undersigned, a Notary Public in and for said Will County, in the State of Illinois
Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose
name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged
that they signed, sealed and delivered the affidavit.

Georgia M. Anderson
Notary

740 Old Meadow Rd
Matteson, IL 60443
708-692-3486

AFFIDAVIT OF COMMERCE

<p>Attn: Fraud Dept. Bank of America 100 North Tryon Street, Charlotte, North Carolina 28255.</p> <p>ACCREDITED HOME LENDERS, INC/ REVOKED/ 05/14/10. 15253 AVENUE OF SCIENCE BLDG 1 SAN DIEGO CA</p> <p>Swiss Re Financial Products Corporation 55 East 52nd Street New York, New York 10055</p>	<p>SEC, Fraud Complaint 100 F Street NE, Washington, D.C. 20549-5990.</p> <p>LEHMAN BROTHERS INC./ As Representative of the Underwriters 3 World Financial Center New York, New York 10285</p>
<p>Attn: Fraud Dept. Deutsche Bank National Trust Company 1761 East St. Andrew Place Santa Ana, CA. 92705</p>	<p>Attn: President HSI Asset Securitization Corporation 452 Fifth Avenue New York, New York 10018</p>
<p>Countrywide Home Loans, Inc.'s/ACTIVE 12/02/2015 4500 Park Granada Calabasas, CA. 91302</p> <p>Tristar Title, LLC/Involuntary Dissolution 03/12/2010 1919 S Highland Ave BLDG B 330 Lombard, IL 60148</p>	<p>Attn.; Dispute Dept. MERSCORP Holdings, Inc. 1818 Library St. Suite 300 Reston, VA 20190</p>
<p>U.S. Department of Justice Office of the Inspector General Fraud Detection Office 1300 N. 17th Street, Suite 3200 Arlington VA 22209</p>	<p>Attn: Complaint for Fraud Office of the Attorney General Headquarters 441 4th Street, NW Washington DC 20001</p> <p>White House 1600 Pennsylvania Ave. NW Washington D.C. 20219</p>
<p>RE: LENETTA DELACY-JOHNSON 300 Claridge Circle Bolingbrook, IL 60440 Min: 1000157-0006895443-3 Original Loan: 6895443 Acct:</p>	<p>Attn: Fraud Dept/Consumer Complaint The Office of the Comptroller of the Currency 383 Madison Avenue 400 7th Street, SW Washington, D.C. 20219</p>

defect cannot be remedied, substitute or repurchase the defective mortgage loan. In addition, under these agreements, the originators and the sponsor make certain representations and warranties relating to, among other things, their ability to convey unencumbered good title to the mortgage loans, the underwriting criteria pursuant to which the mortgage loans are originated and certain other characteristics of the mortgage loans. A breach of any such representation and warranty that materially and adversely affects the value of the related mortgage loan will require the breaching party to either cure the breach or substitute or repurchase the affected mortgage loan. See "*Assignment of the Mortgage Loans*" in this prospectus supplement.

I do admit that somewhere during the duration of this toxic mortgage bond I defaulted. Due to the fact I wasn't able to re-finance my loan as I was informed and my income decreased due to retirement and health related issues my expenses increased. Countrywide Home Loan Inc., deliberately constructed this loan product in order for me to fail, this is a standard practice for them according to Department of justices which released this:

"Thursday, July 12, 2012 African-American and Hispanic Borrower Who Qualified for Loans and were Charged Higher Fees or Rates or were Improperly Placed into Subprime Loans Are Eligible for Compensation"

"The Department of Justice today filed the second largest fair lending settlement in the department's history to resolve allegations that Wells Fargo Bank, the largest residential home mortgage originator in the United States, engaged in a pattern or practice of discrimination against qualified African-American and Hispanic borrowers who mortgage lending from 2004 through 2009."

I was liberally robbed and raped at the closing table. I was trapped by these unworthy pervasive banks who has violated my "Civil Rights" I was intentionally and wrongfully target by these alleged banks who claimed some form of ownership who shouldn't be allowed to file any foreclosure or had the sheriff to sale my home. Where is the justice?????

The court never demanded any proof of ownership in order to allow the foreclosure to proceed. Now! I must take a stand in order to defend my home according to this toxic mortgage bond. Which states in part: *{Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record}*

How can I defend my property when the mortgagee is counterclaiming every defense as the homeowner I bring forth? During the foreclosure procedure. Bank of America failing to accept my documents without any proper cause and forcing me into further debt. This brought on more than stress. I never had the opportunity to exercise my "Due Process" with the alleged bank.

Understanding what really happen to my name the day of closing and how so many unknown person/people has invaded my privacy, after reading this information from the Department of Justices this is unconstitutional. It all starts with the contract and explains how as the **BORROWER**, I was victimized during the closing of the mortgage transaction and all parties allegedly engaged in this fraudulent mortgage agreement. This affidavit is the result of extensive research and expresses how I was affected. Therefore, I must include specifics about the words I'm using herein. It all in the agreement, as follows:

Contracts

“Are promises that the law will enforce. The law provides remedies if a promise is breached or recognizes the performance of a promise as a duty. Contracts arise when a duty does or may come into existence, because of a promise made by one of the parties. To be legally binding as a contract, a promise must be exchanged for adequate consideration. Adequate consideration is a benefit or detriment, which a party receives which reasonably and fairly induces them to make the promise/contract. For example, promises that are purely gifts are not considered enforceable because the personal satisfaction the grantor of the promise may receive from the act of giving is normally not considered adequate consideration. Certain promises that are not considered contracts may, in limited circumstances, be enforced if one party has relied to his detriment on the assurances of the other party.”

The mortgage attorney-in-fact will make some outrageous statement concerning this statement about the contract, and how I should have knowledge of what I was signing under the state law. With all due respect we all been to a mortgage closing, there were no one present from Mortgage Electronic Registration Systems (MERS) rather they were part of this transaction or not. Nor any of the other alleged companies that claiming ownership of my loan.

Bank of America unfortunate cannot state any legal claims against my property when in fact they are being patronized by the government according to which states in parts from the Securities and Exchange Commission:

FOR IMMEDIATE RELEASE

2013-148

Washington D.C., Aug. 6, 2013 —

The Securities and Exchange Commission today charged Bank of America and two subsidiaries with defrauding investors in an offering of residential mortgage-backed securities (RMBS) by failing to disclose key risks and misrepresenting facts about the underlying mortgages.

The SEC alleges that Bank of America failed to tell investors that more than 70 percent of the mortgages backing the offering – called BOAMS 2008-A – originated through the bank’s “wholesale” channel of mortgage brokers unaffiliated with Bank of America entities. Bank of America knew that such wholesale channel loans – described by Bank of America’s then-CEO as “toxic waste” – presented vastly greater risks of severe delinquencies, early defaults, underwriting defects, and prepayment. These risks all directly impact the returns to RMBS investors, however Bank of America only selectively disclosed the percentage of wholesale channel loans to a limited group of institutional investors. Bank of America never disclosed this material information to all investors and never filed it publicly as required under the federal securities laws.

“In its own words, Bank of America ‘shifted the risk’ of loss from its own books to unsuspecting investors, and then ignored its responsibility to make a full and accurate disclosure to all investors equally,” said George S. Canellos, Co-Director of the SEC’s Division of Enforcement. “This is one in a long line of RMBS-related enforcement actions brought by the SEC to hold entities accountable for wrongdoing connected to the financial crisis.”

This information should provide you without a doubt of how my family was harm by all the parties that’s associated with my loan. Bank of America once this is brought to their attention they liberally go into denial. As the BORROWER understands by untaken on this serious problem, which is fraud and how the banks committed the fraud against us. There will be many questions, they will also try to deny everything, and fortunately I’m also aware there is no such thing as denial of the fraud committed against me.

FOR IMMEDIATE RELEASE

Tuesday, August 6, 2013

DEPARTMENT OF JUSTICE SUES BANK OF AMERICA FOR DEFRAUDING INVESTORS IN CONNECTION WITH SALE OF OVER \$850 MILLION OF RESIDENTIAL MORTGAGE-BACKED SECURITIES

Attorney General Eric Holder and U.S. Attorney for the Western District of North Carolina Anne M. Tompkins announced today that the United States has filed a civil lawsuit against Bank of America Corporation and certain of its affiliates, including Merrill Lynch, Pierce, Fenner & Smith f/k/a/ Banc of America Securities, LLC, Bank of America, N.A., and Banc of America Mortgages Securities, Inc. (collectively "Bank of America"). The complaint alleges that Bank of America lied to investors about the relative riskiness of the mortgage loans backing the residential mortgage-backed securities (RMBS), made false statements after intentionally not performing proper due diligence and filled the securitization with a disproportionate amount of risky mortgages originated through third party mortgage brokers.

This announcement is part of the ongoing efforts of President Obama's Financial Fraud Enforcement Task Force's RMBS Working Group and is accompanied by an announcement by the Securities and Exchange Commission (SEC) that it has filed civil charges in federal court in Charlotte, N.C. against Bank of America for defrauding investors.

There is a fatally defective legal bona fide controversy about my toxic mortgage contract. The pervasive misrepresentations of the BORROWER'S loan which falls within the asset backed securities. Accordingly, to my alleged toxic mortgage bond contract there's nothing stating about mortgage backed securities or any pass-through certificates. Therefore, a breach of contract has occurred. According to "Department of Justice" as stated above and the common law theories clearly states of negligence, gross negligence, indemnification, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing; which makes this contract null and voided. Please take note due to the facts that many sections the mortgage contract whether in part or whole was breached I cannot list them all.

Breach of Mortgage Contract in part:

Under Transfer of Rights in the Property; (ii) the performance of Borrower covenants And agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns.

This where it all begin, no one ever informed the **BORROWER** about MERS at the closing. As the **BORROWER'S**, believed the only entity was the lender who was funding the loan. This explains the statement below concerning another part of the breach of my contract.

That falls under Section 20. Sale of the Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer")

I refuse to discuss what irrelevant to my case, this affidavit is to help explain about the fraud that has pledged my lives.

According to HUD I do have rights, that I'll now exercising those "Rights". Housing and Urban Development states:

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

"Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both."

This also a part of discrimination when Bank of America N.A., attorney in fact failed to allow the full 30-days prior to filing the 2012 foreclosure. As the **BORROWER** the opportunity to dispute the debt within the allowed 30-days under the "Fair Debt Collection Practice Act, {FDCPA} as codified in 15 USC § 1692". Even if DEUTSCHE attorney in fact submit such notice as the **BORROWER** wasn't aware of the terminology "Dispute the Debt" which makes me an unsophisticated borrower. Rather, a debt collector violates the statue whenever its communications tend to deceive or mislead "Unsophisticated Consumer", whom the FDCPA, was enacted to protect. The fact still remains the same under the § 809. Validation of debts.

[15 USC 1692g} states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) if the consumer notifies the debt collector in writing the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer request the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.*

Has the **BORROWER** I, never had the opportunity to exercise my "**Due Process**" under the 14th Amendment of the United State Constitution During. I was approved for an unaffordable loan modification. Yes! I signed the alleged modification contract not realizing this alleged contract does not state the terms. Now you can clearly see why I must defend myself against the ruthless people. During the course of my research I discovered the reasons for the default and violations.

As a Borrower under these trade lines I have just as much rights as any other investors, assignees, or corporation to be able to defend my legal rights under the United State Constitution. Bank of America attorney-in-fact will use such statements as this; "14th Amendment does not apply to actions taken by "Private Parties", this is called "**Plausible deniability**"

Which means so there cannot be no misunderstanding; {Urban Dictionary}

“A condition in which a subject can safely and believably deny knowledge of any particular truth that may exist because the subject is deliberately made unaware of said truth so as to benefit or shield the subject from any responsibility associated through the knowledge of such truth.

Also according to Law and Legal Dictionary:

“Plausible deniability refers to circumstances where a denial of responsibility or knowledge of wrongdoing cannot be proved as true or untrue due to a lack of evidence proving the allegation. This term is often used in reference to situations where high ranking officials deny responsibility for or knowledge of wrongdoing by low ranking officials. In those situations, officials can “plausibly deny” an allegation even though it may be true.

Please don't try to deny me of my “CIVIL RIGHTS”.

The investors weren't the only parties that was fraudulently misused, investors shouldn't be the only ones who are entitled to defend and demand restitutions for their actions, according to this statement.

“The Securities Exchange Commissioner (SEC) alleges that Bank of America structured and marketed a synthetic collateralized debt obligation (CDO) without informing investors that a hedge fund helped select the assets in the CDO portfolio and had a short position in more than half of those assets. As a result, the hedge fund was poised to benefit if the CDO assets it was selecting for the portfolio defaulted. violations of federal laws. Such as **18 U.S. Code § 1345 - Injunctions against fraud and Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961, et seq.;**”

Another form of fraud that was committed during or after closing of this account was “identity theft” whereas the mortgagee in fact never disclosed that as the BORROWER'S my toxic mortgage bond would be pooled and sold on Wall Street.

This is also known as “Breach of Contract” misuse of mortgagor “Identity” which means “FRAUD”. Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(I)**,

Section 111 of the FACT Act defines “identity theft” as “a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

According to this release by:

According to The Securities and Exchange Commission *Washington D.C., Sept. 22, 2014 — The Securities and Exchange Commission today charged Wells Fargo Advisors LLC with failing to maintain adequate controls to prevent one of its employees from insider trading based on a customer's nonpublic information. The SEC also charged Wells Fargo for unreasonably delaying its production of documents during the SEC's investigation and providing an altered internal document related to a compliance review of the broker's trading. Ills Fargo, which admits wrongdoing, has agreed to pay a \$5 million penalty to settle the SEC's charges, which are the first-ever against a broker-dealer for failing to protect a customer's material nonpublic information. When investors entrust private information to their stockbrokers or investment advisers, they have the right to expect that it will not be exploited,” said Andrew J. Ceresney, Director of the SEC's Enforcement Division. “In this case – my first against a broker-dealer for failing to protect the nonpublic information conveyed by its customers – Ills Fargo failed to implement procedures to prevent misuse of such information.*

Bank of America attorney-in-fact will once again try to deny the truth about misuse of my identity and will claim "Identity Theft" raise no potential basis for liability might even say it's irrelevant. Once again this is called "**Plausible deniability**". Unless they can prove otherwise, that my loan wasn't part of any "Mortgage Backed Securities", and Nationstar, can prove they have "Clean Hands", then where can be no dispute or debate.

Here how it works so there's no misunderstanding and confusion about how my toxic loan became part of this allegedly private organization: in early 2007 when the housing market and the securities referencing it are beginning to show signs of distress. Synthetic CDO Squared are designed to, and did, result in leveraged exposure to the housing market and therefore magnified losses when the United States housing market experienced a downturn.

In this sample concerning how these allege investors took ownership without my permission as stated below:

Bear, Stearns & Co. Inc.
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

Wells Fargo Asset Securities Corporation, a Delaware corporation ("WFASC" or the "Seller") proposes to issue and sell from time to time its Mortgage Pass-Through Certificates in various series, each series of which may be divided into classes, in one or more offerings on terms determined at the time of sale. One or more series of Mortgage Pass-Through Certificates may be offered through you, as underwriter (the "Underwriter"). Whenever WFASC determines to make an offering of a series of its Mortgage Pass-Through Certificates through the Underwriter, WFASC and Wells Fargo Bank, N.A., a national banking association (in such capacity, "Wells Fargo Bank"), will enter into an agreement (the "Terms Agreement") with the Underwriter, in substantially the form attached hereto as Exhibit A, providing for the sale of such series of Mortgage Pass-Through Certificates to the Underwriter. WFASC is a wholly-owned subsidiary of Wells Fargo Bank. The Mortgage Pass-Through Certificates of the series and classes to be sold in each offering to the Underwriter under this Underwriting Agreement, as supplemented by the applicable Terms Agreement, are hereinafter referred to as the "Certificates." The Mortgage Pass-Through Certificates of the same series that are not being sold in each offering to the Underwriter under this Underwriting Agreement are hereinafter referred to as the "Other Certificates." The Certificates will have the characteristics set forth in the applicable Terms Agreement and will evidence the ownership interests in a trust consisting of a pool (the "Mortgage Pool") of mortgage loans acquired by WFASC (the "Mortgage Loans") and related property but excluding the Fixed Retained Yield, if any, specified in the Terms Agreement (collectively, the "Trust Estate"). The Mortgage Loans will be of the type described in, and will have the characteristics and aggregate principal balance set forth in, the Prospectus Supplement (as hereinafter defined). Mortgage: The mortgage, deed of trust or other instrument creating a first lien on Mortgaged Property securing a Mortgage Note together with any Mortgage Loan Rider, if applicable

Let's start with Breaking down 'Collateralized Debt Obligation Squared - CDO-Squared'

“This is identical to a CDO except for the assets securing the obligation. Unlike the CDO, which is backed by a pool of bonds, loans and other credit instruments; CDO-squared arrangements are backed by CDO tranches. CDO-squared allows the banks to resell the credit risk that they have taken in CDOs.”

In addition, the issuing entity and supplemental interest trust will own three interest rate corridor contracts and an interest rate swap agreement, respectively, purchased for the benefit of the offered certificates. The certificates offered by this prospectus supplement will be purchased by Merrill Lynch, Pierce, Fenner & Smith Incorporated, as underwriter, from Merrill Lynch Mortgage Investors, Inc., as depositor, and are being offered by the underwriter from time to time for sale to the public in negotiated transactions or otherwise at varying prices to be determined at the time of sale originated or acquired the mortgage loans and will sell the mortgage loans to the depositor.

First Step: “RMBS 'Residential Mortgage-Backed Security (RMBS)'

A type of mortgage-backed debt obligation whose cash flows come from residential debt, such as mortgages, home-equity loans and subprime mortgages.

A residential mortgage-backed security is comprised of a pool of mortgage loans created by banks and other financial institutions. The cash flows from each of the pooled mortgages is packaged by a special purpose entity into classes and tranches, which then issues securities and can be purchased by investors”.

My loan was pooled and packaged into these Securities and label as RMBS afterward was classed according to my FICO score which means identity theft and then place into these tranches. What is “Tranches

Breaking down “Tranches”:

“Tranche is a term often used to describe a specific class of bonds within an offering wherein each tranche offers varying degrees of risk to the investor.

For example, a CMO offering a partitioned MBS portfolio might have mortgages (tranches) that have one-year, two- year, five-year and 20-year maturities. It can also refer to segments that are offered domestically and internationally”.

Collateralized Mortgage Obligation –

“CMO'A type of mortgage-backed security in which principal repayment are organized according to their maturities and into different classes based on risk. A collateralized mortgage obligation is a special A collateralized mortgage obligation is a special purpose entity that receives the mortgage repayments and owns the mortgages it receives cash flows from (called a pool). The mortgages serve as collateral, and are organized into classes based on their risk profile Income received from the mortgages is passed to investors based on a predetermined set of rules, and investors receive money based on the specific slice of mortgages invested in (called a tranche)”. tranche)”.

Under this sworn affidavit I set forth this cause of action, of how and why “The Fair Debt Collection Practice Act” label Borrower as “Unsophisticated Consumer”, because this body of government knew Ill in advance that I became victims of the trading market predators. This affidavit applies to all parties involved in this transaction.

§ __.90(b)(9) **Red Flag.** The proposed regulations defined “Red Flag”

as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a “possible risk” of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in

committing identity theft.
containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

How can I as a Homeowner receive equal justices when the bank refuses to uphold their own policies such as their code of ethics.

Bank of America and Nationsstar both as violated my privacy when they launched a credit report and shared it with other parties without my permission which affects "Privacy obligation policy. Please pay close attention to the highlighted part of this Act under:

The Gramm-Leach-Bliley Act (GLB Act or GLBA):

also known as the Financial Modernization Act of 1999, is a federal law enacted in the United States to control the ways that financial institutions deal with the private information of individuals. The Act consists of three sections: The Financial Privacy Rule, which regulates the collection and disclosure of private financial information; the Safeguards Rule, which stipulates that financial institutions must implement security programs to protect such information; and the Pretexting provisions, which prohibit the practice of pretexting (accessing private information using false pretenses). The Act also requires financial institutions to give customers written privacy notices that explain their information-sharing practices.

"is the policy of the Congress that each financial institution has an affirmative and continuing obligation to respect the privacy of its customers and to and to protect the security and confidentiality of those customers' nonpublic personal information.

(b) FINANCIAL INSTITUTIONS SAFEGUARDS In furtherance of the policy in subsection (a), each agency or authority described in section 6805(a) of this title, other than the Bureau of Consumer Financial Protection, shall establish appropriate standards for the financial institutions subject to their jurisdiction

confidentiality of customer records and information; (2) to protect against any anticipated threats or hazards to the security or integrity of such records; and (3) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer."15 U.S.

Code § 6801 - Protection of nonpublic personal information

"(a) NOTICE REQUIREMENTS

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title."

As Ill as This also violates his "Privacy Act" which states:

"5 U.S.C. § 552a(g)(4)(A).

"HoIver, in issuing its first purely Privacy Act decision in the history of the Act, the Supreme Cmyt in Doe v. Chao resolved much of the confusion in this area. 540 U.S. 614 (2004) (6-3 decision), aff'g 306 F.3d 170 (4th Cir. 2002). In Doe, the

Supreme Cmyt was petitioned to review a decision by the Cmyt of Appeals for the

Fmyth Circuit in which a divided panel of the Fmyth Circuit held that in order to be entitled to a statutory minimum damages award for violation of the Privacy Act, a complainant must prove actual damages. Doe v. Chao, 306 F.3d at 177-79. One district cmyt has applied the doctrine of mitigation to certain Privacy Act claims, holding that "an individual whose information is disclosed in violation of the Privacy Act may recover for costs incurred to prevent harm from that disclosure." Beaven v. DOJ, No 03-84 2007 WL 1032301, at *28 (E.D. Ky. Mar. 30, 2007) (concluding that "plaintiffs' out-of-pocket expenses [incurred in monitoring their financial information] to protect themselves from potential harm Ire caused by the instant Privacy Act violation"), aff' in part, rev'd in part & remanded on other grounds, 622 F. 3d 540 (6th Cir. 2010).

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrower who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

Department of Justices:

The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. It is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back, 18 U.S.C. 1346; Skilling v. United States, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the BorroIr.

As the **BORROWER**, I truly can say yes to the highlighted statement above, and yes I have demonstrated how my names was abused, upon any internal investigation the government will find beyond a reasonable doubt my identity has been misused. I'm demanding based on all the facts given that whosoever can legally claim such property Reconvey the property back to me the **BORROWER** follow-by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

Note: "The recent proliferation of civil actions seeking treble damages and other relief under the Racketeer Influenced and Corrupt Organizations Act (RICO) 1 has included numerous lawsuits involving banks. Since 1980, more than thirty civil RICO lawsuits, many seeking class action status, have been instituted by borrower who claim that the defendant banks fraudulently misrepresented the "prime rate" of interest charged on loans and the manner in which such interest was calculated. Banks have also been involved as plaintiffs and defendants in a multitude of civil RICO actions alleging fraud in connection with a wide variety of other commercial transactions, including the purchase and sale of securities".

Remember! It's is a federal crime to devise a scheme to defraud another of property, when either mail or wire communications are used in furtherance of the scheme, 18 U.S.C. 1341, 1343. Mail or wire fraud includes schemes to defraud another of honest services, when the scheme involves bribery or a kick back,

18 U.S.C. 1346; *Skilling v. United States*, 130 S.Ct. 2896 (2010). In order to convict, the government must prove beyond a reasonable doubt that the defendant (1) used either mail or wire communications in attempt to default the Borrower.

False personation can

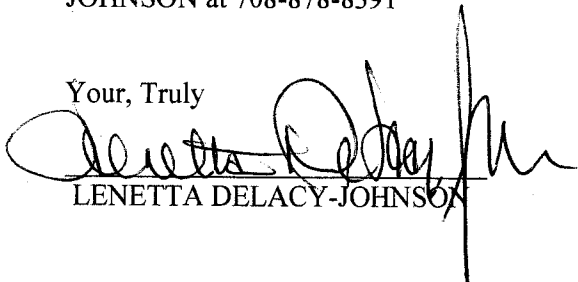
"be defined as "the crime of falsely assuming the identity of another to gain a benefit or avoid an expense." It wasn't until Congress passed the Identity Theft and Assumption Deterrence Act of 1998 that identity theft was officially listed as a federal crime. The act strengthened the criminal laws governing identity theft. Specifically, it amended 18 U.S.C. § 1028 ("Fraud and related activity in connection with identification documents") to make it a federal crime to—knowingly transfer or use, without lawful authority, means of identification of another person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law, or that constitutes The foreseeable furtherance, (2) of a scheme to defraud, (3) involving a material deception, (4) with the intent to deprive another of, (5) either property or honest services. Offenders face the prospect of imprisonment for not more than 20 years, a fine of not more than \$250,000 (not more than \$500,000 for organizations), an order to pay victim restitution, and the confiscation of any property realized from the offense. a felony under any applicable State or local law"

Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a *et seq.* As the **BORROWER** and homeowners with all "DUE RESPECT" demanding without any further delays and preventing any further legal action against "Bank of America N.A. and MERS" that I resolve this matter with your legal department, upon resolutions I'm willing to sign any agreements.

Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor

I hope that I can resolve this issue without any further legal action. Please contact LENETTA DELACY-JOHNSON at 708-878-8391

Your, Truly



LENETTA DELACY-JOHNSON

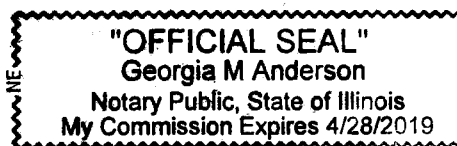
Borrower: LENETTA DELACY-JOHNSON

All Rights Reserved, Without Prejudice UCC 1-308"

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

This 01 day of June, 2016. (Seal)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said Cook County, in the State of Illinois Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the affidavit.

Georgia M. Anderson
Notary

740 Old Meadow Rd
Matteson, IL 60443
708-692-5486

The Real Fresh Start

926 West 174th St.
Hazel Crest, IL 60429
708-362-3687

AFFIDAVIT of COMMERCE

Attn: President
Bank of America N.A.
Bank of America Corporate Center,
100 North Tryon Street,
Charlotte, NC 28255.

Bank of America Corporation
One Bryant Park
115 West 42nd Street
New York, NY 10036

Attn: Dennis Bell
America's Wholesale Lender
875 Ave. of the Americas #105
New York, NY 10001
Registered Agent

INACTIVE - AMERICA'S WHOLESALE LENDER
150 N COLLEGE ST
NC1-028-17-06
03/21/1996 - COUNTRYWIDE FUNDING CORPORATION/ Old Corp Name

The Office of the Comptroller of the Currency
400 7th Streets, SW
Washington, D.C. 20219

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

MERSCORP Holdings, Inc.
1818 Library St. Suite 300
Reston, VA 20190

U. S. Department of Housing and Urban
Development, Housing Discrimination
451 7th Street S.W.,
Washington DC 20410

Donald H. Layton CEO
Federal Home Loan Mortgage Corp
5000 Plano Parkway
Carrollton TX 75010

U.S. Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
P.O. Box 65998
Washington, D.C. 20035-5998

Codilis & Associates P.C.
15W030 N. Frontage Rd. # 100
Burr Ridge, IL 60527

U.S. Department of Justice
Office of the Inspector General
Fraud Detection Office
1300 N. 17th Street, Suite 3200
Arlington VA 22209

The White House
1600 Pennsylvania Ave NW
Washington DC 20500

RE: Cheryl M. Malden
1632 S. Indiana Ave. Apt. 102
Chicago, IL 60616

MIN: 1001337-0001705715-2
Original Loan: 1705715
Acc: 150694058

Dear CEO and President(s)

Ms. CHERYL M. MALDEN {hereinafter "**BORROWER**" } has engaged Sonya Davis as her official Housing Counselor to submit this sworn affidavit under oath within Cook County in the State of Illinois on her behalf in order to exercise her "**DUE PROCESS**" understanding that this is a testimony and not a request to validate her debt, but to state how this unlawful mortgage transaction has injury her and family. By demanding is to declare how/why she was victimized by the alleged parties associated with her loan transaction from beginning of the process to the very end foreclosure. We must understand the meaning of an affidavit so there is no misunderstanding please take note:

{An **affidavit** (/æfi'dɛrɪvɪt/ *A-fə-DAY-vət*) is a written sworn statement of fact voluntarily made by an *affiant* or *deponent* under an oath or affirmation administered by a person authorized to do so by law. Such statement is witnessed as to the authenticity of the affiant's signature by a taker of oaths, such as a notary public or commissioner of oaths. }

This is about "**DUE PROCESS**" and demanding the original "**PROMISSORY NOTE**" under the "**UNIFORM COMMERCIAL CODE**" **THE US PATRIOT ACT, MORTGAGE FRAUD and WRONGFUL FORECLOSURE**, and Regulation Z, 12 C.F.R. § 226.23, **PRIVACY RIGHTS** to be presented. It's all about the alleged "**PROMISSORY NOTE**" which the **BORROWER** never signed during the closing of her loan on 10/03/2006.

Note: *"It is not possible for the district judge to "weigh " the affidavits in order to resolve disputed issues; except in those rare cases where the facts alleged in an affidavit are inherently incredible, and can be so characterized solely by a reading of the affidavit, the district judge has no basis for a determination of credibility." Data Disc, Inc. v. Systems Tech. Assocs., Inc. 557 F.2d 1280 (9th Cir. 1977)".*

Due to the stress of the **BORROWER** she wasn't aware that she was signing a fraudulent mortgage that was conceived under America's Wholesale Lender assumedly (d/b/a) CountryWide Home Loans Inc.(CountryWide) Countrywide misled the **BORROWER** as to whom the lender was right from the start. America's Wholesale Lender was not and never was a New York Corporation. During these times mortgage broker would retain a higher commission if they lead their buyer into signing a contract under CountryWide. A "Pay-Option Only Loan" a/k/a interest only was one of CountryWide loan produce they approve for borrowers purchasing or refinancing without the required monthly income, the loan would be approved under "Stated-Income Loan" guidelines. These type of teaser rate loans grew rapidly during the real estate and home building boom. Its specialty was so-called Alt-A loans, those for which home buyers were asked to produce little or no evidence of income or assets other than the house they were buying. How this company was legally able to conduct any kind of mortgage originating during the periods of 2002-2008 within this

state, is a good question? Maybe because their primary targeted buyers were African-American home buyers. Knowing no one would question their business practices, and these homeowners were too weak to complain about the subprime predatory loans, the company preyed on these borrowers weakness.

When the ("BORROWER") contacted CountryWide who was servicing their own loans the BORROWER was unaware of the defect. When she informed CountryWide that she wasn't able to make the payments, On 09/17/2009, a trial period Modification contract was signed by BORROWER. According to the agreement BAC Home Loans Servicing LP (BAC) approve it and afterward denied and forced BORROWER into foreclosure.

BORROWER never had the opportunity to exercise her "**Due Process**" under the 14th Amendment of the United States Constitution. Whereas Bank of America N.A. (BOA) violated her "**CIVIL RIGHTS**". In order to declare discrimination, we must first understand the true meaning of how discrimination violates a person/homeowner/borrowers civil rights. So there can be no misunderstanding.

KLUX KLAN ACT of 1871 ch. 22 17 Stat. 13 codified as amended at 18 U.S.C.A. § 241, 42 U.S.C.A. §§ 1983, 1985(3) and **CIVIL RIGHTS ACT of 1968** which states:

which established different remedies for the disorder, intimidation, and violence the Ku Klux Klan instigated against black citizens and their white sympathizers. The portion of the statute concerning civil conspiracy, section 2 of the Act, is now codified in relevant part at 42 U.S.C. § 1985(3).² The Act also "provided a civil penalty against persons who knew of and failed to prevent § 2 violations,"³ which provision is now codified at 42 U.S.C. § 1986.⁴ Therefore, there can be no § 1986 violation without a § 1985 conspiracy.

United Nations Universal Declaration of Human Rights 1948 which states:

Article 2 14 Everyone is entitled to all the rights and freedoms set forth in this Declaration, without 15 distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether it be independent, trust, non-self-governing or under any other limitation of sovereignty.

Civil Rights Act of 1871 (Act), also known as the Ku Klux Klan Act which states;

The Court imposed an extra-textual animus requirement on the test for a § 1985(3) cause of action, explaining: The constitutional shoals that would lie in the path of interpreting § 1985(3) as a general federal tort law can be avoided by giving full effect to the congressional purpose — by requiring, as an element of the cause of action, the kind of invidiously discriminatory motivation stressed by the sponsors of the limiting amendment. The language requiring intent to deprive of equal protection, or equal privileges and immunities, means that there must be some racial, or perhaps otherwise class-based, invidiously discriminatory animus behind the conspirators' action. The conspiracy, in other words, must aim at a deprivation of the equal enjoyment of rights secured by the law to all.

The homeowner was singled out by both America's Wholesale Lender and CountryWide Home Loans and then by BAC who allegedly engaged in a fraudulent mortgage and modification agreement.

When BOA attorney, in fact, failed to allow the full 30-days prior to the filing of the 2011 foreclosure in order for **BORROWER** to dispute the debt within 30-days. Which also violates "**The Fair Debt Collection Practices Act, as codified in 15 USC §1692**". Even if BOA attorney in fact submitted such notice the **BORROWER** was unaware of the meaning of the terminology "Dispute the Debt" which makes the **BORROWER** an unsophisticated borrower. Rather, a debt collector violates the statute whenever its communications tend to deceive or mislead "unsophisticated consumers," whom the FDCPA was enacted to protect. The fact still remains the same under the § 809. Validation of debts [15 USC 1692g] which states:

5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection

(a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

The **BORROWER** never had the opportunity to exercise her rights under the FDCPA. BOA violations under FDCPA are tasteless and harmful to the **BORROWER** especially during the time of this untimely hardship.

Upon filing foreclosure action against the **BORROWER** BOA failed to provide to the Court legal notice of ownership of said loan, either by producing the original "Promissory Note" or a valid "Assignment of Mortgage" in order to declare legal standing.

It is unethical for an appraiser to accept an assignment, or to have a compensation arrangement for an assignment, that is contingent on any of the following: 1. the reporting of a predetermined result (e.g., opinion of value); 2. a direction in assignment results that favor the cause of the client; 3. the amount of a value opinion; 4. the attainment of a stipulated result; or 5. the occurrence of a subsequent event directly related to the appraiser's opinions and specific to the assignment's purpose.

Under sections 4.5, 14, and 14b of the Collection Agency Act (Act) (225 ILCS 425/4.5, 14, 14b (West 2008)) unconstitutional. Under Department of Financial and Professional Regulation to enjoin the activities of an unlicensed collection agency, stating that "[t]he practice as a collection agency by any entity not holding a valid and current license under this Act is declared to be inimical to the public welfare, to constitute a public nuisance, and to cause irreparable harm to the public welfare." 225 ILCS 425/14a America's Wholesale Lender who originate the loan in question wasn't license as an originator in this state, which serious financial harmed the **BORROWER**.

The Supreme Court has made it clear that the burden of establishing standing rests on the plaintiff. The facts still remains the same that the loan was based on fraud therefore the foreclosure as well as the mortgage was null and voided. Summary of Applicable Standards for UDAPs 1. Unfair Acts or Practices The Dodd-Frank Act prohibits conduct that constitutes an unfair act or practice. Something this company was well known for according to DFRP. Trusts do not in fact own Petitioners' mortgages, have falsely represented otherwise, have thereby fraudulently collected mortgage payments from Petitioners and foreclosed on Petitioners' properties, and through such pattern of activities have violated and conspired to violate the Federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962. App. B6-B7.

Before a mortgage can become a debt the **BORROWER**, alleged contract must state that they promise to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged mortgage. Since the alleged mortgage contract was dated on 10/2006 "**Promissory Note**" wasn't part of the recorded mortgage contract.

First, the assignment of a mortgage without the note is defective as the transfer of the mortgage without the debt is a nullity. In a decision citing Silverberg, the court said "an assignment of the mortgage without assignment of the underlying note or bond is a nullity" Citimortgage, Inc. v Stosel, 2011 NY Slip Op 8319 (2nd Dept) citing U.S. Bank, N.A. v [*2]Collymore, 68 AD3d at 754; see Bank of NY v Silverberg, 86 AD3d 274, 280, 926 N.Y.S.2d 532. -. . . assignment." Id. It must also be noted that not only did MERS lack the power and authority to execute the assignment on behalf of BOA for the loan on October 03, 2006.

BORROWER is demanding under UCC U.C.C. § 3-414(1). that the alleged attorney in fact as well as the alleged mortgage company whosoever that might be prove they own the Note, and demanding that the true wet ink "**Promissory Note and Certificate**" according to "**The Freedom of Information Act, 5 U.S.C. § 552,**" that states:

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

Be presented. And furthermore I, do believe this would be considered mortgage fraud. Based on information set forth under the "**Securities Exchange Commissioner rules and regulations**".

Before we can claim fraud was committed we need to first look at what part of fraud is associated with this mortgage transaction.

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions

Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract— Shall be fined under this title or imprisoned not more than one year, or both.

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that the **BORROWER'S** mortgage would be pooled and sold on Wall Street. This is also known as "**Breach of Contract**" misuse of mortgagor "**Identity**" which means "**FRAUD**". Under the **USA PATRIOT Act**, 5 31 U.S.C. 5318(l),

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person, subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the "Red Flag" started popping-up under the US Patriot Act as stated;

§ __.90(b)(9) **Red Flag**. The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators of a "possible risk" of identity theft would include precursors to identity theft such as phishing,²¹ and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft.

According to the mortgage contract it clearly states:

"Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until Borrower or Lender has notified the other party (with such notice given in compliance with the requirement of section 15) of such alleged breach and afforded the other party hereto a reasonable period after giving of such notice to take corrective action.

Unfortunately the lender or alleged investor(s) failed without any consideration to the contract terms didn't give any notice to the **BORROWER** prior to capitalizing off **BORROWER** name and social security number. This shows where identity theft strikes both ways due to the fact that the **BORROWER** never witnessed a notary and the alleged Promissory Note wasn't notarized prior to recording within Cook County Recorder of Deeds.

Prior to filing any notices of default or foreclosure on the **BORROWER** who never had the opportunity to exercise her "**DUE PROCESS**" under the "14th Amendment of the United States Constitution". for failure to apply or offer an valid affordable modification; (see "Note") Housing and Urban Development (HUD) declares that the Mortgagees must be able to provide documentation of their loss mitigation

evaluations and actions. Mortgagees will be considered to be in compliance with 24 CFR § 203.501 where plausible loss mitigation options were offered to eligible borrowers. The Department will not consider a mortgagee to have "failed to engage in loss mitigation" where the mortgagee can demonstrate that a borrower was uncooperative or ineligible. 65 FR 76520 - TREBLE DAMAGES FOR FAILURE TO ENGAGE IN LOSS MITIGATION.

Note: BOA failed to record the alleged modification agreement and used it as an exhibit in the foreclosure action, upon my research I discovered that **BORROWER** never signed a Promissory Note according to the UCC.

"A promissory note is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Upon signing the mortgage contract on the day of closing, understanding that the date in question falls under America's Wholesale Lender, who was the primary lender on this loan. It was their responsibility to see that a promissory note was signed and notarized by all parties involved, even after the **BORROWER** left the closing table and the notary came in to notarize the documents the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWER** never commit to repay any such "I Owe You" anything.

Note under the UCC:

55 Where there is no written disclaimer, every indorser engages to any holder (whether or not for value) and to subsequent indorsers that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1). 5

A "promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

Who is the bearable of this alleged Mortgage? according to "Negotiable Instrument Act of 1881." which States:

78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

Upon the illegal foreclosure the bank attorney-in-fact failed to do a title search in order to declare that an assignment was created or the bank (their client) wasn't able to produce any documents declaring they are the legal holder of the loan that was foreclosed. An assignment of mortgage to MERS was recorded in 2006 as nominee for, according to the alleged mortgage contract, Mortgage Electronic Registration System Inc.

{MERS} was the nominee and according to Black Law which states:

(Black's Law Dictionary 1076 [8th ed 2004]). "This definition suggests that a nominee possesses few or no legally enforceable rights beyond those of a principal whom the nominee serves." (Landmark National Bank v

Kesler, 289 Kan 528, 538 [2009]). The Supreme Court of Kansas, in Landmark National Bank, 289 Kan at 539, observed that: The legal status of a nominee, then, depends on the context of the relationship of the nominee to its principal.

Sec. (vi)

if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "*Intervening Assignment*"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines.

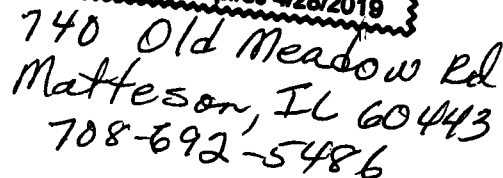
Therefore MERS according to the Assignment of Mortgage was the mortgagee and holder of the note. According to these facts the **BORROWER** has the "**RIGHT**" to Pursuant Regulation Z, 12 C.F.R. § 226.23. "**NOTICE of RESCISSION**" to return all monies paid and to take action necessary and appropriate to terminate the security interest. The attorney failed to act in good faith in order to keep from bringing on fraud on the court by way of misrepresentation of documents.

The **BORROWER** became a victim the moment she sat down at the closing table signing fraudulently and negligently documents in gross disregard of the mortgagor's rights. As you can clearly see as stated above in this affidavit how BAC and MERS how they violated federal rules and regulations without this disregard to the government as well as the homeowner(s).

Sec. (vi)

if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "*Intervening Assignment*"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel acceptable to the Trustee and any NIMS Insurer that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loan; Therefore, the mortgagee failed to follow these rules and guidelines. The **BORROWER** is demanding based on all the facts given that BOA or whosoever can legally claim such property Reconvey the property back to the **BORROWER** followed by a full refund of all monies that is associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failure's is no option. A security interest attaches when it becomes enforceable against the debtor.

The **BORROWER** exercising her rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWER** hereby exercise her "**RIGHTS**" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z, you have twenty-days after receipt of this **NOTICE of RESCISSION**" to return all monies paid and to take action necessary and appropriate to terminate the security interest. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act 15 U.S.C. § 1681a sr seq.



Ms. Cheryl Malden (Ms. Malden) has engage Sonya Davis as her official housing counselor to submit this complaint on her behalf. Against Bank of America for wrongful denial of a permanent modification in 2009 after Ms. Malden complete the 3-month trial period. From 2009 Ms. Malden has reached out to Bank of America asking them to justify their reason for wanting to lock her into this option payment only loan a/k/a Interest-only loan. And the constant denial of wrongdoing. Ms. Malden has explained that she is unable to meet the mortgage payments under the current rate. Ms. Malden has been struggling with her loan after Bank of America filed foreclosure, now she reaching out again in order to save her home. She know that she was violated at the very beginning when she applied for the loan. Bank of America is still practicing predatory lending and denying her Due Process under the 14th Amendment of the United State Constitution.

HOME AFFORDABLE MODIFICATION TRIAL PERIOD PLAN (Step One of Two-Step Documentation Process)

Trial Period Plan Effective Date: August 2, 2009

Borrower ("I")²: CHERYL M MALDEN

Servicer ("Servicer"): BAC Home Loans Servicing, LP

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): October 3, 2006

Loan Number: 150694058

Property Address ("Property"): 1632 S INDIANA AVE UNIT 102 , CHICAGO, IL 60616

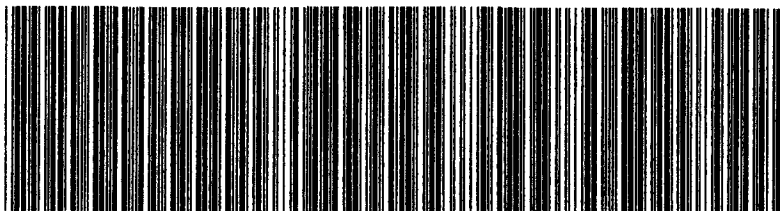
If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Servicer will provide me with a Home Affordable Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Servicer, the Servicer will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Servicer sign it and Servicer provides me with a copy of this Plan with the Servicer's signature.

1. My Representations. I certify, represent to Servicer and agree:

- A I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B I live in the Property as my principal residence, and the Property has not been condemned;
- C There has been no change in the ownership of the Property since I signed the Loan Documents;
- D I am providing or already have provided documentation for all income that I receive (and I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- E Under penalty of perjury, all documents and information I have provided to Servicer pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F If Servicer requires me to obtain credit counseling, I will do so.

² If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



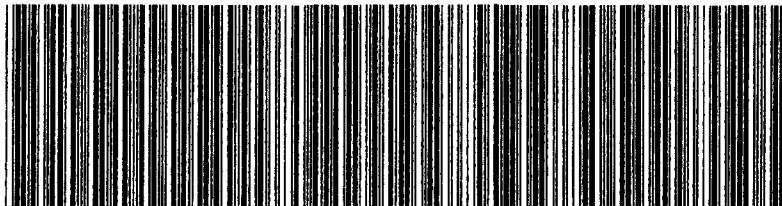
2. **The Trial Period Plan.** On or before each of the following due dates, I will pay the Servicer the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$1,204.66.

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$1204.66	August 02, 2009
2	\$1204.66	September 01, 2009
3	\$1204.66	October 01, 2009

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the Trial Period Effective Date and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A TIME IS OF THE ESSENCE under this Plan;
- B Except as set forth in Section 2.C. below, the Servicer will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the Servicer may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D The Servicer will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Servicer and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E When the Servicer accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F If prior to the Modification Effective Date, (i) the Servicer does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Servicer determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Servicer will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Servicer will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan.



3. **The Modification.** I understand that once Servicer is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D. above, the Servicer will determine the new payment amount. If I comply with the requirements in Section 2 and my representations in Section 1 continue to be true in all material respects, the Servicer will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. Upon execution of a Modification Agreement by the Servicer and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Servicer and me for the remaining term of the loan.
4. **Additional Agreements.** I agree to the following:
- A That all persons who signed the Loan Documents or their authorized representative(s) have signed this Plan, unless a borrower or co-borrower is deceased or the Servicer has waived this requirement in writing.
 - B To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
 - C That this Plan constitutes notice that the Servicer's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
 - D That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
 - E Notwithstanding anything herein to the contrary, if my final two Trial Period Payments are received by Servicer after the close of business on the 15th calendar day of the last month of the Trial Period but before the end of the Trial Period, I agree that the Trial Period shall be extended by one calendar month (the 'Additional Trial Period'). I agree to abide by all terms and provisions of this Loan Workout Plan during the Additional Trial Period. In addition, I agree to make a Trial Period Payment in the amount of \$1,204.66 no more than 30 days after the last due date listed in the chart in Section 2 above.

The Servicer and I have executed this Plan.

BAC Home Loans Servicing, LP

By: _____

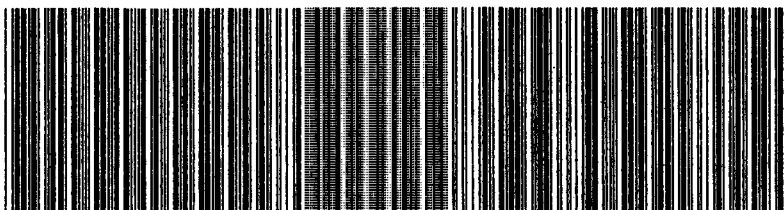
Date

Cheryl M Malden

CHERYL M MALDEN
9-17-09

Date

Date



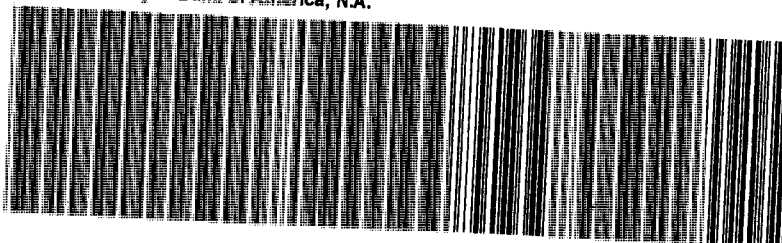
Information for Government Monitoring Purposes

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the box below.**

BORROWER <input type="checkbox"/> I do not wish to furnish this information		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information	
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White		Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male		Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	
To be Completed by Interviewer <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet		Interviewer's Name (print or type) Interviewer's Signature Date Interviewer's Phone Number (include area code)	
		Name/Address of Interviewer's Employer	

Borrower/Co-Borrower Acknowledgement

- Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.
- I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.
- I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
- I/we certify that my/our property is owner-occupied and I/we have not received a condemnation notice.
- I/we certify that I/we am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.
- I/we certify that I/we am/are willing to provide all requested documents and to respond to all



Home Affordable Modification Program Hardship Affidavit

Borrower Name (first, middle, last): CHERYL M MALDEN Date of Birth: 1-16-1957
 Co-Borrower Name (first, middle, last): _____ Date of Birth: _____
 Property Street Address: 1632 S INDIANA AVE UNIT 102
 Property City, ST, Zip: CHICAGO, IL 60616
 Servicer: BAC Home Loans Servicing, LP
 Loan Number: 150694058

In order to qualify for BAC Home Loans Servicing, LP's ("Servicer") offer to enter into an agreement to modify my loan under the federal government's Home Affordable Modification Program (the "Agreement"), I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks ("[✓]") the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan.

Borrower Co-Borrower

Yes No Yes No
☒ ☐ ☐ ☐

My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details below under "Explanation."

Yes No Yes No
☒ ☐ ☐ ☐

My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details below under "Explanation."

Yes No Yes No
☐ ☒ ☐ ☐

My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details below under "Explanation."

Yes No Yes No
☐ ☒ ☐ ☐

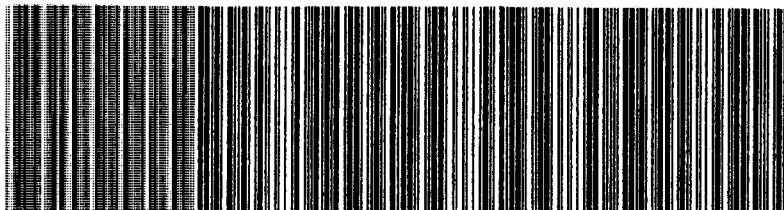
My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details below under "Explanation."

Yes No Yes No
☐ ☒ ☐ ☐

My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details below under "Explanation."

Yes No Yes No
☒ ☐ ☐ ☐

There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation."



- Servicer communication in a timely manner. I/we understand that time is of the essence.
8. I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this affidavit.
9. I/we authorize and consent to Servicer disclosing to the U.S. Department of Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided by me/us or retained by Servicer in connection with the Home Affordable Modification Program.

Cheryl M Malden 9-17-09
 CHERYL M MALDEN Date

Date

E-mail Address: CMALDEN
 Cell Phone # 312 485 9845
 Home Phone # 312 922 4497
 Work Phone # 312 280 3247
 Social Security # 339 52 4371

E-mail Address: _____
 Cell Phone # _____
 Home Phone # _____
 Work Phone # _____
 Social Security # _____

I am writing this letter to explain my unfortunate set of circumstance that has caused me to become delinquent on my mortgage. I have done everything in my power to make ends meet but unfortunately I have fallen short and would like you to consider me in the Home Affordable Modification Program. I apologize for not complying with this sooner, I thought it was the same negative amortization I was currently in and thought it was only for 3 months

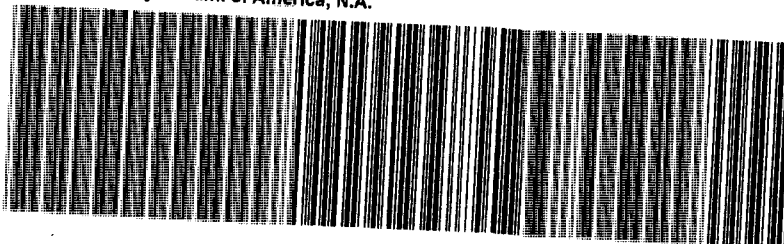
The negative amortization adds principle to my loan balance every month. The principle balance was originally \$258,000; it is now pass \$276,665 and getting higher each month. The value of the property has decreased to \$237,900. Even though I make attempts to pay the mortgage on time it has been more or less in vain since those payments are not even enough to pay the interest. If I continue with this type of loan I will be in foreclosure in the near future. I am unable to pay the principle and interest because of my debt to earning ratio. I need an affordable mortgage that I can pay and will not add principle to the balance.

The past few years I had assistance with my bills from a long term friend. He was contributing \$1,200/month to my household this assisted me in paying my mortgage and other debt. This is no longer the case and I am heading for financial ruin. I am unable to get a second job because of my health. I suffer from sarcoidosis and endometriosis. I suffer with extreme fatigue, pain and other symptoms. At my current job I work a four day week because of these conditions. I have been on my job for 18 years and I don't have to worry about layoffs. We did experience a one week furlough during our past fiscal year and anticipate another one week furlough in the 2010 fiscal year.

Your positive response to my request is critical for me to stay financially afloat and continue to live in my home. I hope we can work together as I am anxious to get this settled.

Thank you for your consideration.

Respectfully,



TRUSTEE'S DEED

THIS INDENTURE, dated JUNE 13, 1997
between **AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO**, a National
Banking Association, duly authorized to accept
and execute trusts within the State of Illinois, not
personally but as Trustee under the provisions of a
deed or deeds in trust duly recorded and delivered
to said Bank in pursuance of a certain Trust
Agreement dated APRIL 1, 1994
known as Trust Number 117995-09 party of the
first part, and

CHERYL M. MALDEN

61 E GOETHE, #107, CHICAGO IL 60610

party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00)
Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party/parties of
the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As 1632 S INDIANA

Property Index Number 17-22-302-035, 036

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof, forever,
of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and
authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above
mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds
and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its
name to be signed to these presents by one of its officers, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally.

Prepared By:
American National Bank and Trust Company
of Chicago

By: EILEEN F. NEARY
EILEEN F. NEARY TRUST OFFICER

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State, do hereby certify
EILEEN F. NEARY an officer of American National Bank and Trust Company of Chicago
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for
the uses and purposes therein set forth.

GIVEN under my hand and seal, dated JUNE 10, 1997.



MAIL TO:

PAUL MONROE
P.O. BOX 333
CHICAGO, IL 60680-7958

Brian T. Hosey
NOTARY PUBLIC

BOX 333-CTI

97432062

DEPT-01 RECORDING 425.00
170012 TRAN 5538 06/17/97 13:07:00
15541 4 ER *--97--432062
COOK COUNTY RECORDER

(Reserved for Recorders Use Only)

7661399 F2 ADD 1072

97432062

STATE OF ILLINOIS
JUN 12 1 00

Cook County
JUN 12 1 00
60.00

97432062

CITY OF CHICAGO
REAL ESTATE TRANSFERENCE TAX
REV. OF
REVENUE JUN 11 91
907.50

LEGAL DESCRIPTION

UNIT NO. 102 AND PU-4 IN BICYCLE STATION LOFTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF CROSBY'S SUBDIVISION OF THE NORTH 200 FEET OF THAT PART SOUTH OF 16TH STREET OF BLOCK 2 OF CLARKE'S ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, PART OF CLARKE'S ADDITION TO CHICAGO SUBDIVISION IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT # 97271853 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN #17-22-302-035,036

RIDER

Subject To: General real estate taxes not due and payable at the time of Closing; terms and provisions of the Act; all easements, air rights and covenants, conditions and restrictions of record including but not limited to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By Laws for the Bicycle Station Loft Condominium Association (the "Declaration"); terms and provisions of the Declaration, including all amendments and exhibits thereto; applicable zoning and building laws and ordinances; acts done or suffered by Purchaser or anyone affecting the Common Elements or the Limited Common Elements.

Grantor also hereby grants to the grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium, aforesaid, and grantor reserves to itself, its successors and assigns, the rights and easements set forth in said declaration of the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

97432062

Dear CEO and President(s)

Mr. PHILLIP D. ELLIS and Mrs. MILINDA G ELLIS {hereinafter **"BORROWERS"**} have engaged Sonya Davis as their official Housing Counselor to submit this affidavit in order to exercise their **"DUE PROCESS"** and demanding the original **"PROMISSORY NOTE"** under the **"UNIFORM COMMERCIAL CODE" THE US PATRIOT ACT, MORTGAGE FRAUD, WRONGFUL FORECLOSURE, BREACH of CONTRACT and REGULATION Z, 12 C.F.R. § 226.23**, be presented. It's all about the alleged **"PROMISSORY NOTE"** which the **BORROWER** never signed during the closing of their primary loan on 10/31/2005.

The **BORROWERS**, alleged contracts never stated that they promised to pay any alleged grantor, agent, assignor or mortgage lender any amount of this alleged mortgage. Since the alleged mortgage contract was dated on 10/2005 **"Promissory Note"** wasn't recorded with the mortgage.

This story starts when the **BORROWERS** took a secured instrument with Bank of America, N.A. on their primary home located at 328 Arquilla Drive in Glenwood, within the County of Cook and the State of Illinois with zip code 60425. The amount was \$189,635 with an interest rate of 6.00%. When the **BORROWERS** secured this loan their credit rating was above 650.

Based on the above interest rate the **BORROWERS** were forced into default after they sought help, and prior to missing their first payment, with the housing counseling agency NACA (Neighborhood Assistance Corporation of America). On 09/09/2015 foreclosure was initiated prior to the **BORROWERS** responding to the notice of intent to foreclose. Except this notice wasn't addressed as a notice of intent, the letter notified the **BORROWERS** of the default, how it could be cured, and that Bank of America {Hereinafter **"BOA"**} would accelerate the loan and commence foreclosure proceedings if the default was not cured within thirty days and states that they have 30-days to dispute the debt according to "The Fair Debt Collection Practice Act" (FDCPA). While the letter invited the **BORROWERS** to call BOA to discuss a variety of homeowners' assistance programs, it did not mention any face-to-face meeting or allowed the full 30-days to run its course which violated the FDCPA and Banks and Bank which states:

§ 617.7425 What type of notice should be given to a borrower before foreclosure?
The qualified lender must send the 45-day notice, as described in §617.7410(a)(2), no later than 45 days before any qualified lender begins foreclosure proceedings.
The notice informs the borrower in writing that the loan may be suitable for restructuring and that the qualified lender will review any suitable loan for possible restructuring.
The 45-day notice must include a copy of the policy and the materials described in §617.7410(b). The notice must also state that if the loan is restructured, the borrower must perform under this restructure agreement. If the borrower does not perform, the qualified lender may initiate foreclosure.

Wherefore based on the facts stated above the foreclosure is null and voided. According to these facts the **BORROWERS** have the **"RIGHTS"** to Pursuant Regulation Z, 12 C.F.R. § 226.23. **"NOTICE of RESCISSION"** to return all monies paid and to take action necessary and appropriate to terminate the security interest.

BORROWERS are demanding under UCC U.C.C. § 3-414(1) that the alleged attorney in fact, as well as the alleged mortgage company, whosoever that might be, prove they own the Note, and I'm demanding that the **true wet ink "Promissory Note"** be presented, according to **"The Freedom of Information Act, 5 U.S.C. § 552,"** that states:

(3)(A) Except with respect to the records made available under paragraphs (1) and (2) of this subsection, and except as provided in subparagraph (E), each agency, upon any request for records which (i) reasonably describes such records and (ii) is made in accordance with published rules stating the time, place, fees (if any), and procedures to be followed, shall make the records promptly available to any person. (B) In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section. (C) In responding under this paragraph to a request for records, an agency shall make reasonable efforts to search for the records in electronic form or format, except when such efforts would significantly interfere with the operation of the agency's automated information system.

And furthermore, I do believe this would be considered mortgage fraud. Based on information set forth under the **"Securities Exchange Commissioner rules and regulations"**.

Before we can claim fraud was committed we need to first look at what part of fraud is associated with this mortgage transaction.

18 U.S. Code § 1012 - "Department of Housing and Urban Development" transactions states:

Whoever induces or influences such Department to purchase or acquire any property or to enter into any contract and willfully fails to disclose any interest which he has in such property or in the property to which such contract relates, or any special benefit which he expects to receive as a result of such contract—Shall be fined under this title or imprisoned not more than one year, or both.

Another form of fraud that was committed during or after closing of this account was "identity theft" whereas the mortgagee in fact never disclosed that the **BORROWERS** mortgage would be pooled and sold on Wall Street. This is also known as "Breach of Contract" misuse of mortgagor "Identity" which means "FRAUD". Under the **USA PATRIOT Act, 5 31 U.S.C. 5318(l)**,

Section 111 of the FACT Act defines "identity theft" as "a fraud committed using the identifying information of another person", subject to such further definition as the [Federal Trade] Commission may prescribe, by regulation. 15 U.S.C. 1681a(q)(3).

Without a valid promissory note attached to the mortgage contract or assignment of mortgage or a recorded power of attorney on behalf of the lender, this is where the "Red Flag" started popping-up as stated under the US Patriot Act as stated;

§ __.90(b)(9) **Red Flag.** The proposed regulations defined "Red Flag" as a pattern, practice, or specific activity that indicates the possible risk of identity theft. The preamble to the proposed rules explained that indicators

of a "possible risk" of identity theft would include precursors to identity theft such as phishing, and security breaches involving the theft of personal information, which often are a means to acquire the information of another person for use in committing identity theft.

It shows where identity theft strikes both ways due to the fact that the BORROWERS never witnessed the Promissory Note being notarized at the closing of their loan. Prior to filing any notices of default or foreclosure on the BORROWERS who never had the opportunity to exercise their "DUE PROCESS" under the 14th Amendment of the United States Constitution as well as discrimination against the BORROWERS under the **KLU KLUX KLAN ACT of 1871** ch. 22 17 Stat. 13 codified as amended at 18 U.S.C.A. § 241, 42 U.S.C.A. §§ 1983, 1985(3) and **CIVIL RIGHTS ACT of 1968**, for failure to apply or offer an affordable modification. Housing and Urban Development (HUD) declares that the Mortgagees must be able to provide documentation of their loss mitigation evaluations and actions. Mortgagees will be considered to be in compliance with 24 CFR § 203.501 where plausible loss mitigation options were offered to eligible borrowers. The Department will not consider a mortgagee to have "failed to engage in loss mitigation" where the mortgagee can demonstrate that a borrower was uncooperative or ineligible.

65 FR 76520 - TREBLE DAMAGES FOR FAILURE TO ENGAGE IN LOSS MITIGATION.

Upon my research I discovered that **BORROWERS** never signed a Promissory Note, according to the UCC, when signing the mortgage contract on the day of closing the loan. Understanding that the date in question falls under Bank of America, who was the primary lender on this loan.

It was their responsibility to see that a promissory note was signed by all parties involved, even after the **BORROWERS** left the closing table and the notary came in to notarize documents, the promissory note wasn't part of the closing of the loan. Therefore, the **BORROWERS** never promised to repay any such "I Owe You" anything.

"A **Promissory Note** is an unconditional promise in writing made by one person to another person, signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money to, or to the order of, a specified person or to bearer".

Note under the UCC:

55. Where there is no written disclaimer, every endorser engages to any holder (whether or not for value) and to subsequent endorser that he will pay the instrument according to its tenor at the time of his indorsement where the conditions precedent, i.e., presentment for payment, dishonor, necessary notice of dishonor and protest, have been met. U.C.C. § 3-414(1).

A "promissory note" is an instrument in writing (not being a bank-note or a currency-note) containing an unconditional undertaking, signed by the maker, to pay on demand or at a fixed or determinable future time a certain sum of money only to, or to the order of, a certain person, or to the bearer of the instrument.

Who is the bearable of this alleged Mortgage? According to "Negotiable Instrument Act of 1881" which States:

78. Subject to the provisions of section 82, clause (c), payment of the amount due on a promissory note, bill of exchange or cheque must, in order to discharge the maker or acceptor, be made to the holder of the instrument.

Upon the illegal foreclosure the bank attorney-in-fact failed to do a title search in order to declare that an assignment was created or the bank (their client) was able to produce any documents declaring they are the legal holder of the loan when foreclosure action was filed. The attorney failed to act in good faith in order to keep from bringing on fraud on the court by way of misrepresentation of documents.

When a homeowner is working aggressively with the mortgage servicer and is unsuccessful, the mental state of failure brings on a great deal of "STRESS". This causes serious damage to the BORROWERS health. According to FDIC for fraud, abuse and failing to show evidence of records of all necessary disputes of fact of law, makes this entire foreclosure null and voided.

The **BORROWERS** are demanding, based on all the facts given, that whosoever can legally claim such property Reconvey the property back to the **BORROWERS** followed-by a full refund of all monies that are associated with this loan and a FREE and CLEAR TITLE. Mortgage fraud is a serious crime committed by the mortgagees, whereas failures are no option. A security interest attaches when it becomes enforceable against the debtor.

The **BORROWERS** are exercising their rights Pursuant to Regulation Z, 12 C.F.R. § 226.23, the **BORROWERS** hereby exercise their "RIGHTS" to **RESCIND** the mortgage transaction Pursuant to TILA and Regulation Z. You have twenty-days after receipt of this "NOTICE of RESCISSION" to return all monies paid and to take action necessary and appropriate to terminate the security interest. Please be advised that the mortgage is automatically voided by operation of law upon rescission under 15 U.S.C. § 1635(b). Therefore, any attempt to report this mortgage to the credit agencies is a willful violation of "Fair Credit Reporting Act" 15 U.S.C. § 1681a *et seq.*

The **BORROWERS** are seeking in return, a clear reconveyance of title and full refund that is due. I hope that we can resolve this issue without any further legal action. Please contact **PHILLIP D. ELLIS, MILINDA G. ELLIS** at 773-759-5643 or **Sonya Davis** at 708-362-3687

Yours Truly,

Borrowers:

Sonya Davis

Sonya Davis
Housing Counselor

PHILLIP D. ELLIS

philly-davis ellis

MILINDA G. ELLIS

milinda g ellis

STATE OF ILLINOIS) ss

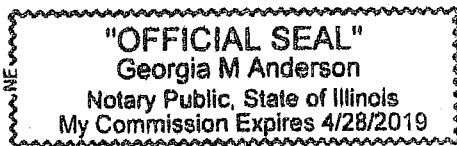
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) who appeared before me.

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

This 29 day of Sept, 2015

by Georgia M. Anderson (Seal)



740 Old Meadow Rd
Matteson, IL 60443
708-692-5486

Borrower

All Rights Reserved, Without Prejudice UCC 1-308"

Linda L. Barker

IN WITNESS WHEREOF, the grantor(s) aforesaid has/have hereunto set their hand(s) and seal

This 24 day of May, 2016. (Seal)

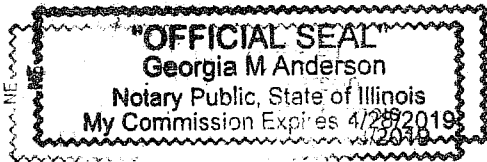
STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said Cook County, in the State of Illinois Aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person(s) whose name(s) subscribed to the foregoing affidavit, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the affidavit.

Georgia M. Anderson
Notary



*740 Old Meadow Rd
Matteson, IL 60443
708-692-5486*

4/28/19

Exhibit B

Defective Toxic
Mortgage Bonds

mack slover



Doc#: 0727454019 Fee: \$34.50
 Eugene "Gene" Moore RHSP Fee:\$10.00
 Cook County Recorder of Deeds
 Date: 10/01/2007 11:36 AM Pg: 1 of 6

3063
 07-00901 AB
 AFTER RECORDED RETURN TO:

Draper and Kramer Mortgage Corp.
 ATTN: Post Closing
 400 South Quadrangle Drive, Suite A
 Bolingbrook, IL 60440

[Space Above This Line For Recording Data]

PURCHASE MONEY MORTGAGE

Loan No. 7278823
 MIN No. 1001066-0007278823-3

FHA CASE NO.
 137-3663478-703

THIS MORTGAGE ("Security Instrument") is given on **July 30, 2007**. The mortgagor is **EVA ADAMS, a single woman and LENA SHEPPARD, a single woman ("Borrower")**. This Security Instrument is given to **Mortgage Electronic Registration Systems, Inc. ("MERS")**, (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of **Delaware**, and has an address and telephone number of **P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS**. **Draper and Kramer Mortgage Corp. ("Lender")** is organized and existing under the laws of **the State of Illinois** and has an address of **33 West Monroe Street, Chicago, IL 60603**. Borrower owes Lender the principal sum of **One Hundred Seventy-Seven Thousand One Hundred Twenty Dollars (U.S. \$177,120.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **August 01, 2037**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in **COOK** County, Illinois:

See Exhibit "A" attached hereto and made a part hereof for all purposes (Property Identification Number: 32-18-216-020)

which has the address of **339 SANDRA LN, CHICAGO HEIGHTS, IL 60411** ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy

the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j - 3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents

shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

--No Riders Required--

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Eva Adams (Seal)
EVA ADAMS -Borrower

Lena Sheppard by Eva Adams (Seal)
LENA SHEPPARD -Borrower
By EVA ADAMS, as attorney-in-fact

AS-ATTORNEY-IN-FACT

STATE OF ILLINOIS, Cook County

I, Linda Bell, a Notary Public in and for said county and state, do hereby certify that EVA ADAMS and EVA ADAMS as attorney-in-fact for LENA SHEPPARD, personally known to me to be the same person(s) whose name(s) is / are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / she / they signed and delivered the said instruments as his / her / their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of July, 2007.

Linda Bell
Notary Public

Linda Bell
Printed Name

My Commission Expires: 11/1/2009

This instrument was prepared by
Draper and Kramer Mortgage Corp.
100 W. 22nd Street, Ste. 101
Lombard, IL 60148



0920210

JUDICIAL SALE DEED

THE GRANTOR, INTERCOUNTY JUDICIAL SALES CORPORATION, an Illinois Corporation, pursuant to and under the authority conferred by the provisions of a Judgment of Foreclosure and Sale and an Order Appointing Selling Officer entered by the Circuit Court of Cook County, Illinois on April 27, 2010 in Case No. 09 CH 32872 entitled BAC vs. Adams and pursuant to which the mortgaged real estate hereinafter described was sold at public sale by said grantor on July 29, 2010, does hereby grant, transfer and convey to BANK OF AMERICA, N.A. the following described real estate situated in the County of Cook, State of Illinois, to have and to hold forever:

LOT 113 IN BRADLEY TERRACE BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 18. TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1956 AS DOCUMENT 16501414 IN COOK COUNTY, ILLINOIS. P.I.N. 32-18-216-020-0000. Commonly known as 339 SANDRA LANE, CHICAGO HEIGHTS, IL 60411.

In Witness Whereof, said Grantor has caused its name to be signed to these presents by its President, and attested to by its Secretary, this December 4, 2014.

INTERCOUNTY JUDICIAL SALES CORPORATION

Attest

Secretary

President

State of Illinois, County of Cook ss, This instrument was acknowledged before me on December 4, 2014 by Andrew D. Schusteff as President and Nathan H. Lichtenstein as Secretary of Intercounty Judicial Sales Corporation.

OFFICIAL SEAL
DAVID OPPENHEIMER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/17/17

Notary Public

Prepared by A. Schusteff, 120 W. Madison St. Chicago, IL 60602.
Exempt from real estate transfer tax under 35 ILCS 200/31-45(1).



Doc#: 1434418071 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/10/2014 11:11 AM Pg: 1 of 3



Return To:

CHASE BANK USA, N.A.
700 Kansas Lane Mail Code: LA4-4106
Monroe, LA 71203
ATTN: TRAILING DOCUMENTS

Doc#: 0715805000 Fee: \$114.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/07/2007 09:12 AM Pg: 1 of 19

Prepared By:
Tina Roehrig

2500 Westfield Dr, Bld 3 Flr 2 Elgin, IL 60124-7836

X26609447

N/L-10/01/41 0944

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **May 18, 2007** together with all Riders to this document.

(B) "Borrower" is
MARRISSA L GRANT

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **CHASE BANK USA, N.A.**

Lender is a **nationally chartered bank**
organized and existing under the laws of **UNITED STATES OF AMERICA**

1944

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

VMP -6(IL) (0010)

Page 1 of 15

Initials: MLG

VMP MORTGAGE FORMS • (800)521-7291

NETCO
415 N. LASALLE ST.
STE 202
CHICAGO, IL 60610



Lender's address is **200 White Clay Center Drive, Newark, DE 19711**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **May 18, 2007**

The Note states that Borrower owes Lender

ONE HUNDRED FOUR THOUSAND & 00/100

(U.S. \$ **104,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 1, 2037**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the

County [Type of Recording Jurisdiction]
 of Cook [Name of Recording Jurisdiction]
 All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: 2503411015
 741 E 92ND ST
 CHICAGO
 ("Property Address"):

which currently has the address of
 [Street]
 [City], Illinois 60619 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10

days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the

excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage

Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or

any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall

not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

25. **Placement of Collateral Protection Insurance.** Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

STATE OF ILLINOIS, *Cook*

I, *the undersigned*
state do hereby certify that

County ss:

, a Notary Public in and for said county and

Marnissa L Grant

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

18th

day of

May

2007

My Commission Expires:

2/11/09

[Signature]

Notary Public



ADJUSTABLE RATE NOTE

(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

May 18, 2007
(Date)

CHICAGO

(City)

ILLINOIS

(State)

741 E 92ND ST, CHICAGO, ILLINOIS 60619
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 104,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CHASE BANK USA, N.A.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.500 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on July 1 2007

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

700 Kansas Lane Mail Code: LA4-4106, Monroe, LA 71203

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 874.49. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of June 2010, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five and 375/1000 percentage point(s) (5.375 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.500 % or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 16.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY (See Attached Rider)

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments (See Attached Rider)**

If the Note Holder has not received the full amount of any monthly payment by the end of XXXXX calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be XXXXX % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Marissa L. Grant
MARISSA L. GRANT

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

THE PROVISIONS CONTAINED IN THE "RIDER TO NOTE" SIGNED BY ALL BORROWERS NAMED HEREIN, ARE HEREBY INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THIS NOTE.

* Initials: MLG

RECEIVED
MAY 20 PM 1:30

8030010223

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18 day of May 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

CHASE BANK USA, N.A.

(the "Lender")

a National Association organized and existing under the laws of United States of the same date and covering the property described in the Security Instrument and located at:

741 E 92ND ST, Chicago, ILLINOIS 60619

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of

9.500

%.

The Note provides for changes in the interest rate and the monthly payments, as follows:

MULTISTATE LIBOR ARM RIDER

TMO-6733 (11/06) Page 1 of 3

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of JUNE 2010, and on that day every sixth month thereafter. Each date on which my interest rate could change is called "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five and 375/1000 percentage points (5.375 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.500 % or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point(s) (1. %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 16.500 % and will never be lower than 9.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Marianna J. Hunt 5.18.07

Borrower _____ Date _____ Borrower _____ Date _____

Borrower _____ Date _____ Borrower _____ Date _____

Borrower _____ Date _____ Borrower _____ Date _____

Borrower _____ Date _____ Borrower _____ Date _____